AGENDA FOR DECEMBER 19, 2017 – 9:30 A.M. WOOD COUNTY BOARD OF SUPERVISORS WOOD COUNTY BOARD ROOM

CALL TO ORDER

ROLL CALL

INVOCATION: Supervisor Hamilton

READING OF THE MINUTES OF THE PREVIOUS MEETING

EXCUSALS: none

RESIGNATIONS: none

APPOINTMENTS/Re-APPOINTMENTS:

ADRC-CW - Dona Schwichtenberg

Veterans Service Commission - Tom Heiser (3 year term) Civil Service Commission - Lee Garrels (5 year term)

Ethics Committee – Jeffrey Conradt and Robert Whitrock (3 year terms)

COMMENTS FROM THE PUBLIC REGARDING AGENDA ITEMS

ACKNOWLEDGEMENTS AND RECOGNITIONS:

Plaque presentation to long term employees Pam Piotrowski – Retirement plaque

Susan Ginter - Register of Deeds - Retirement Plaque

READING OF MINUTES OF COMMITTEE MEETINGS, RESOLUTIONS. RESOLUTIONS INTRODUCED BY COMMITTEES SHALL BE PRESENTED IMMEDIATELY FOLLOWING THE READING OF THAT COMMITTEE'S MINUTES.

<u>PRESENTATION</u> of a Motion to Rescind the amendment to budget which transfers funding for the Recruiter position from the Human Resources Department budget to the contingency fund. Motion sponsored to the board by Supervisors Wagner and Zurfluh.

SPECIAL ORDERS OF BUSINESS:

none

PRESENTATION OF LETTERS, PETITIONS, REMONSTRANCES, COMMUNICATIONS AND OTHER DOCUMENTS.

SET DATE FOR NEXT COUNTY BOARD MEETING – January 16, 2018

ADJOURN

PROCEEDINGS OF WOOD COUNTY BOARD OF SUPERVISORS

November 14, 2017 - 9:30 a.m.

The Wood County Board of Supervisors composed of nineteen members convened at the Wood County Boardroom in Wisconsin Rapids, Wisconsin on November 14, 2017.

Chairman Pliml called the meeting to order at 9:33 a.m.

Supervisors present were: Ashbeck, Breu, Clendenning, Curry, Feirer, Fischer, Hamilton, Henkel, Hokamp, Kremer, LaFontaine, Leichtnam, Machon, Pliml, Polach, Rozar, Wagner, Winch, Zurfluh.

Supervisor Fischer gave the invocation and led the Pledge of Allegiance.

Motion by Hamilton/Fischer to approve the minutes of the previous meeting. Motion carried by voice vote.

Chairman Pliml noted that we recently observed Veteran's Day and asked that all military veterans rise to be recognized. They received thanks and a round of applause.

Motion by Rozar/Hamilton to approve the appointments of Francis Cherney to the South Central Library Board of Trustees and also Dr. Eric Quivers as the physician member of the Health and Human Services Committee. Motion carried by voice vote.

There were no public comments.

Committee minutes presented: Ad Hoc Property

RESOLUTION 17-11-1

Introduced by: Executive Committee

INTENT & SYNOPSIS: To establish Wood County's Tax Levy for 2017 collectable in 2018

FISCAL NOTE: \$25,645,546

Motion by Henkel/Breu to adopt Resolution 17-11-1. Motion carried. Voting no were Winch, Polach, Clendenning.

RESOLUTION 17-11-2

Introduced by: Executive Committee

INTENT & SYNOPSIS: To approve year 2018 budget

FISCAL NOTE:

	<u>USES</u>	SOURCES
Budgeted Expenditures	\$109,822,712	
Anticipated Revenues		\$78,120,058
Unencumbered Fund, Applied	1	6,057,108
Tax Levy		25,645,546
-	\$109,822,712	\$109,822,712

Motion by Hamilton/Zurfluh to adopt Resolution 17-11-2. Motion by Machon/Fischer to amend the 2018 county budget by eliminating the recruiter position in the Human Resources Department. The \$79,677 in the Human Resources budget 51435 would be transferred to contingency budget 51590. Change to Human Resources budget would be \$552,681 reduced to \$473,004. Change to contingency budget would be \$450,000 to \$529,677. Discussion ensued related to this motion. Motion to amend carried. Voting no were LaFontaine, Rozar, Feirer, Wagner, Breu, Henkel, Pliml, Zurfluh. Motion to adopt Resolution 17-11-2 as amended carried. Voting no were Breu, Winch, Polach and Zurfluh.

RESOLUTION 17-11-3

Introduced by: Executive Committee

INTENT & SYNOPSIS: Tax deed eligible property – authorize the tax deeding of property in compliance with Section 75.14, Wisconsin Statutes.

FISCAL NOTE:	TAXES 2010 - 2016	\$13,506.02
	DEL UTILITIES	526.63
	SPEC. ASSESSMENTS	31,971.48
	PUBLICATION FEES	680.90
	TAX DEEDING EXP.	618.00
	TOTAL	\$47,303.03

Motion by Clendenning/Feirer to adopt Resolution 17-11-3. Motion carried unanimously.

RESOLUTION 17-11-4

Introduced by: Executive Committee

INTENT & SYNOPSIS: Authorize the sale of tax deed property back to former owner.

FISCAL NOTE: Paid Amount \$3,260.00

Motion by Hamilton/Fischer to adopt Resolution 17-11-4. Motion carried unanimously.

RESOLUTION 17-11-5

Introduced by: Executive Committee

INTENT & SYNOPSIS: To accept offer of sale of tax deeded property.

FISCAL NOTE:	Offered Amount	\$38,702.00
	R.E. Taxes	(11,026.56)
	Publication fees	(231.24)
	Tax Deed fees	(587.00)
	Special Charges	(7,445.97)
	Del Utilities	(431.36)
	GAIN	\$18,979.87

Motion by Clendenning/Breu to adopt Resolution 17-11-5. Motion carried unanimously.

Committee minutes presented: Health and Human Services, Public Safety, Conservation, Education &

Economic Development, Golden Sands, Joint meeting of Judicial & Legislative and Highway Infrastructure & Recreation

RESOLUTION 17-11-6

Introduced by: Judicial & Legislative Committee

INTENT & SYNOPSIS: To commence the final phase of recodifying the Wood County Code of Ordinances.

FISCAL NOTE: None. If this resolution is approved, then next month an ordinance recodifying the Wood County Code of Ordinances would be presented to the board and if that is approved, there would be a publication fee for that document but it would save the county the cost of publishing all of the revisions being made to the code of ordinances.

Motion by Hamilton/Clendenning to adopt Resolution 17-11-6. Motion carried unanimously.

Committee minutes presented: Highway, Infrastructure & Recreation

RESOLUTION 17-11-7

Introduced by: Highway Infrastructure and Recreation

INTENT & SYNOPSIS: To authorize the Wood County Clerk to execute a Quit Claim Deed transferring Parks & Forestry property (old Dexter Maintenance Shop and property) to the bidder approved by the Highway, Infrastructure & Recreation Committee on November 2, 2017.

FISCAL NOTE: The County will receive \$41,550.00 for sale of the property. Proceeds will be placed into the Parks & Forestry non-lapsing Capital Projects account 245-2107-48300-000-000.

Motion by LaFontaine/Hokamp to adopt Resolution 17-11-7. Motion by Kremer/Machon to amend Resolution 17-11-7 to reflect that proceeds from this sale be directed to the general fund rather than the Parks Department non-lapsing capital projects account. Discussion and clarification of rules ensued. Motion to amend Resolution 17-11-7 carried. Voting no were LaFontaine, Rozar, Feirer, Breu, Hokamp, Zurfluh, Leichtnam. Motion to adopt Resolution 17-11-7 as amended carried. Voting no was Zurfluh.

Committee minutes presented: Aging & Disability Resource Center of Central Wisconsin, McMillan Memorial Library, South Central Library Board of Trustees

Motion by LaFontaine/Hamilton to adjourn at 10:15 a.m. Next scheduled county board meeting is December 19, 2017.

Respectfully Submitted Cynthia Cepress County Clerk

REFERRALS FOR DECEMBER 19, 2017 – COUNTY BOARD

• None



EXECUTIVE COMMITTEE MEETING MINUTES

DATE:

Tuesday, November 7, 2017

TIME:

8:30 a.m.

PLACE:

Room 114, Wood County Courthouse

PRESENT:

Al Breu, Bill Clendenning, Michael Feirer, Hilde Henkel, Lance Pliml, Donna Rozar,

Ed Wagner

OTHERS PRESENT (for part or all of the meeting): Reuben Van Tassel, Brenda Nelson, Cindy Cepress, Marla Cummings, Mike Martin, Adam Fandre, Amy Kaup, Heather Gehrt, Terry Stelzer, Sue Kunferman, Shane Wucherpfennig, Cindy Robinson, Andrew Smith (US Bank), Dennis Polach, Warren Kraft, Kimberly McGrath

The meeting was called to order by Chairman Wagner.

<u>Public Comment</u> – No public comment

Consent Agenda

Motion (Rozar/Feirer) to approve the consent agenda as presented. Motion carried unanimously.

County Clerk Cindy Cepress reviewed her Letter of Comments.

Maintenance Manager Van Tassel reviewed his Letter of Comments, stating that he is in the process of choosing a facility management software program and has had the opportunity to visit two counties to see how their facility management software is being utilized. Chairman Wagner asked Van Tassel to present his findings to the Ad Hoc Property Committee before making a final choice.

Discussion was held regarding the Ad Hoc Property Committee meeting held on October 26. During that meeting, three motions were made regarding how to move forward with County properties located at 1010 Airport Avenue and 2611 12th Street South in Wisconsin Rapids, as well as the two CBRF properties in Marshfield. The need for a commercial appraisal on the 12th Street property was discussed and the consensus of the Committee was that the cost for appraisals would be paid out of the Maintenance Department budget.

Motion (Rozar/Pliml) to accept the three motions made at the October 26, 2017 Ad Hoc Property Committee. Motion carried unanimously.

Van Tassel requested that the Executive Committee assign space needs in both the Courthouse and River Block to the Ad Hoc Property Committee as there are still a number of items that need to be addressed in both buildings. Wagner would like the Ad Hoc Committee to prioritize the remaining space needs that need to be addressed.

Motion (Pliml/Feirer) to assign the issue of space needs to the Ad Hoc Property Committee. Motion carried unanimously.

Risk Management Director Stelzer reviewed his Safety and Risk Management Letter of Comments.

The IT Letter of Comments was reviewed. IT Director Kaup gave an update on the data center move that took place last month.

The Committee reviewed a Social Media policy presented by IT. Kaup stated this policy has been a work in progress over three years. Drafts of the policy were sent to department heads and employees involved in the policy writing twice for their review.

Motion (Pliml/Breu) to accept the Social Media Policy as presented. Motion carried unanimously.

Wellness Coordinator Fandre presented the Wellness Program update. He stated there are 217 new participants in the Wellness Program.

Treasurer Gehrt reviewed her Department's Letter of Comments. Gehrt stated the software system in her Department is changing the application used by the Property Lister, creating more work and requiring more training. She budgeted to cut a half-time position but will be keeping 20 percent to make the Tax Lister I position full-time so that employee can assist the Property Lister. This change will not have an impact on her Department's budget.

Gehrt introduced Andrew Smith from US Bank. He gave a presentation on a purchase card program. Under this program, the County would have an administrator who would oversee all departments, and each department head would oversee the cards issued to employees in their departments. The administrator would be able to make real time changes to accounts as needed. Pliml stated he believes a purchase card program is a good idea but would like to have Gehrt look into other options before the County commits to one. Smith offered to set up a webinar for department heads to get more information. This issue will be addressed again at the December Executive Committee meeting.

Gehrt presented a resolution to accept offers of sale of tax deeded properties in the Town of Dexter, Town of Remington, and City of Marshfield.

Motion (Rozar/Breu) to approve the resolution to accept offers of sale of tax deeded properties in the Town of Dexter, Town of Remington, and City of Marshfield. The resolution will be forwarded to the County Board for consideration. Motion carried unanimously.

A resolution to tax deed properties in the Town of Sigel and City of Wisconsin Rapids was presented.

Motion (Feirer/Henkel) to approve the resolution to tax deed properties in the Town of Sigel and City of Wisconsin Rapids. The resolution will be forwarded to the County Board for consideration. Motion carried unanimously.

Gehrt presented a resolution to authorize the sale of tax deed property in the Town of Grand Rapids to the former owner.

Motion (Henkel/Clendenning) to approve the resolution to authorize the sale of tax deed property in the Town of Grand Rapids to the former owner. The resolution will be forwarded to the County Board for consideration. Motion carried unanimously.

Gehrt discussed a parcel of land in the City of Marshfield located at the corner of N Maple Ave and Becker Road. The parcel is only 0.07 acres and has been in the County's possession since the 1980s. The neighboring property owner has been maintaining the property, not realizing the parcel did not actually belong to him. He is willing to purchase the parcel for \$1 if the County pays for removal of a dead willow tree on the lot. Gehrt received one quote for \$2,500 for tree removal. The Committee would like Gehrt to pursue additional tree removal quotes.

Motion (Rozar/Feirer) to allow the Treasurer to move forward with the sale of the property for \$1.00 after removal of a dead tree at a cost not to exceed \$2,500. Motion carried unanimously.

Gehrt presented information regarding County owned property in the Votava Subdivision in the City of Nekoosa. The property is in wetlands and a flood zone. The City has no plans to ever complete a roadway to these properties. Gehrt proposed contacting the Nekoosa School District to see if they would be interested in purchasing the properties at the cost of \$1.00 each to be used for educational/conservation purposes. The Committee directed Gehrt to move forward with contacting the Nekoosa School District.

The Finance Department Letter of Comments was reviewed.

Finance Director Martin distributed updated copies of slides to be presented at the November 14th public hearing on the proposed 2018 budget for review by the Committee.

Martin requested that an official motion be made to allow the Finance Department to accept the quote from Wipfli for the implementation of the new payroll software. The quote is for approximately \$56,000.

Motion (Breu/Clendenning) to approve entering into the agreement with Wipfli for the implementation of new payroll software. Motion carried unanimously.

Martin stated there continued to be issues with a number of payroll withholding accounts that need resolution. Wagner stated he is working with the HR Director on these issues. A meeting on November 2nd with Finance, IT, HR, and Wagner was held with the job description and duties for the new payroll position finalized. The Payroll Administrator position has been posted. Also, a Deputy Finance Director has been hired and will be joining the Department November 27th.

Break at 9:46 a.m. Meeting reconvened at 9:53 a.m.

Human Resources (HR)

Warren Kraft, HR Director, introduced Kimberly (Kim) McGrath as the HR Administrator, effective November 6, 2017. Kim succeeds Paula Tracy who retired last month.

Kraft presented a memo regarding the Educational Reimbursement Policy, including research about other counties' practices. Discussion on the research took place. Warren requested Committee members present the memo to their oversight committees for review with their respective department heads and provide comment. Further discussion will take place at the scheduled Executive Committee (EC) meeting in January 2018.

Kraft announced that Tim Deaton of The Horton Group will attend the next regularly scheduled EC meeting to share with the committee a preliminary peek at year-end claim experience.

Agenda items for next meeting: Purchase card program, Resolution from University Commission: UW-Marshfield/Wood County regarding communication tower

A special meeting will be held in Marshfield at City Hall on Monday, November 20th at 12:00 p.m. to conduct department head reviews for which the EC has oversight.

Next month's Executive Committee meeting is scheduled for Tuesday, December 5th at 8:30 a.m.

Motion (Wagner/Henkel) to adjourn the Executive Committee meeting at 10:19 a.m. Motion carried unanimously.

Submitted and signed electronically,

Donna Rozar

Donna Rozar Secretary

Human Resources agenda items minutes taken and prepared by Kimberly McGrath. Other minutes taken and prepared by Brenda Nelson. All minutes reviewed by the Executive Committee secretary.

PUBLIC HEARING FOR 2018 WOOD COUNTY BUDGET & EXECUTIVE COMMITTEE MEETING MINUTES

DATE:

Tuesday, November 14, 2017

TIME:

8:30 a.m.

PLACE:

County Board Room, Wood County Courthouse

PRESENT:

Al Breu, Bill Clendenning, Michael Feirer, Hilde Henkel, Lance Pliml, Donna Rozar,

Ed Wagner

OTHERS PRESENT: Marla Cummings, Mike Martin, Wood County Board Supervisors, Wood County Department Heads, other members of the public

The meeting was called to order by Chairman Wagner.

Finance Director Martin and Deputy Finance Director Cummings presented the proposed 2018 budget and discussed the timeline as well as the process used to achieve a balanced budget. Their presentations highlighted variances in revenues and expenditures between the 2017 and 2018 budgets.

<u>Public Comment</u> — Chairman Wagner opened the floor to public comment. Comments were received from one member of the public related to strategies to reduce incarceration rates and substance abuse. Follow-up information will be provided to them. County Board comments revolved around the Human Resources budget as it relates to the payroll and recruiting positions.

Chairman Wagner closed the public hearing.

Motion by Rozar/Henkel to approve the tax levy resolution and send it to County Board for consideration. Motion carried 6-1. Clendenning voted no (explanation provided below).

Motion by Breu/Pliml to approve the 2018 budget resolution and send it to County Board for their review and consideration. Motion carried 6-1. Clendenning voted no (objection regarding number of FTEs in Human Resources Department for post-Act 10 workload).

Motion Henkel/Breu to adjourn. Motion carried unanimously at 9:15 a.m.

Submitted and signed electronically,

Donna Rozar

Donna Rozar Secretary

Minutes taken and prepared by County Clerk Cynthia Cepress and reviewed by the Executive Committee secretary.

EXECUTIVE COMMITTEE MEETING MINUTES

DATE:

Monday, November 20, 2017

TIME:

1:00 p.m.

PLACE:

Room 108, Marshfield City Hall

PRESENT:

Al Breu, Bill Clendenning, Michael Feirer, Hilde Henkel, Lance Pliml, Donna Rozar,

Ed Wagner

OTHERS PRESENT (for part or all of the meeting): Reuben Van Tassel, Warren Kraft, Adam Fischer

1. The meeting was called to order by Chairman Wagner.

2. **Public Comments** – None

- 3. Discussion took place regarding the property the County owns across from the Highway Department on 17th Avenue in Wisconsin Rapids. An individual has expressed interest in the NW 7.7 acres of that property, which totals 33 acres. Motion (Pliml/Henkel) to proceed with an appraisal of the property, with emphasis of the value of the 7.7 acres, and a future delineation of the wetlands on the property. Cost of the appraisal will come from the Maintenance Fund. All ayes. Motion carries.
- 4. Warren Kraft, HR Director, lead a discussion on how recruitment would be handled in the County with the elimination of the recruiter's position in the HR Department from the 2018 budget. He presented a historical perspective on how recruitment was done before centralized in the HR Department. HR would still be involved at the beginning of the process (reviewing the job description, assisting the Department Head with determining compensation, and posting the position on Cyber Recruiter). It will now be the department's responsibility to review the applications that come in electronically, and set up who and when applicants will be interviewed. HR will then schedule and pay for the drug tests, but departments will do reference checks. Training will be done by HR on appropriate interviewing questions and the process.

Each standing committee was asked to put this topic on a future agenda for input from department heads. Input needs to be received of how departments plan on handling their recruitment. Warren will put together information presented for use during committee meetings.

- 5. Motion (Feirer/Henkel) to go into closed session pursuant to Wisconsin State Statute 19.85 (1) (c) to discuss performance evaluations of department heads who the Committee oversees. Breu: Aye; Clendenning: Aye; Feirer: Aye; Henkel: Aye; Pliml: Aye; Rozar: Aye; Wagner: Aye. Motion carried. Committee went into closed session at 1:43p.m.
- 6. Motion (Henkel/Pliml) to return to open session at 1:59 p.m. All ayes. Motion carried.
- 7. Agenda for next meeting: Department head evaluations
- 8. The Chairman declared the meeting adjourned at 2 p.m.

Submitted and signed electronically, Donna Rozar, secretary (minutes in draft form until approved at next Executive Committee meeting)

Donna M. Rorar

EXECUTIVE COMMITTEE MEETING MINUTES

DATE:

Tuesday, December 05, 2017

TIME:

8:30 a.m.

PLACE:

Room 114, Wood County Courthouse

PRESENT:

Al Breu, Bill Clendenning, Michael Feirer, Hilde Henkel, Lance Pliml, Donna

Rozar, Ed Wagner

OTHERS PRESENT (for part or all of the meeting): Warren Kraft, Heather Gehrt, Amy Kaup, Reuben Van Tassel, Marla Cummings, Brandon Vruwink, Jordon Bruce, Stephanie Gudmunsen, Cindy Cepress, Steve Kreuser, John Peckham, Adam Fandre, Kimberly McGrath, Lacey Bell, Dennis Polach, Marion Hokamp, Adam Fischer, Tim Deaton (Horton Group)

The meeting was called to order by Chairman Wagner.

<u>Public Comment</u>- Chairman Wagner announced that the February Executive Committee meeting date might need to be rescheduled due to a conflict. He also shared that Department Head Terry Stelzer was hospitalized yesterday.

Consent Agenda

Motion (Rozar/Feirer) to approve the consent agenda as presented. Motion carried unanimously.

Discussion was held regarding the homeless shelter in Marshfield. Chairman Wagner shared that St. Vincent DePaul decided to close the shelter and there are three different groups interested in taking over its operations. There is a meeting tonight in Marshfield with each of the three organizations. At this point, Wood County Human Services, within their purpose and mission, will continue to provide services to individuals or families impacted by the shelter closing. There is no formal request for anything further.

Discussion was held regarding the communications tower on the UW Marshfield/Wood County campus. At this point, Verizon is reprioritizing tower locations. They would like a contract in place if this location moves to the top of the list and are therefore, requesting a contract to hold the property for \$5,000 per 2 years for up to 4 years.

Motion (Feirer/Breu) to accept the resolution to move forward with a lease for the location of a communications tower on the UW Marshfield/Wood County campus and forward that resolution to the County Board. All ayes except for Supervisor Clendenning who is opposed, stating he disagrees entering into negotiations on behalf of the County without prior authorization. Motion passes. The Committee was reminded that the UW Marshfield/Wood County Commission is an independent governing body that operates without the need for consent of the legislative body/bodies that created the Commission.

County Clerk Cindy Cepress reviewed her letter of comments. Motion (Feirer/Rozar) to accept the letter of comments. Motion carried unanimously.

Maintenance Manager Reuben Van Tassel reviewed his letter of comments, adding that the annual fire alarm testing is complete. Furthermore, he reported that the elevator locked up unexpectedly yesterday. There was extensive discussion regarding Courthouse. He also sought Committee input regarding snow removal on the sidewalks around the Elks parking lot. Two sidewalks are shoveled and iced, a third is not maintained.

Motion (Rozar/Feirer) to give authority to amend the contract to include snow removal of three sidewalks. All ayes except for Supervisor Henkel, who was opposed, stating she disagrees with going against the recommendation of Corporation Counsel. Motion carried.

Risk Management Director Stelzer was absent. His letter of comments was reviewed. There was discussion about the transition plan during his medical leave.

The IT Letter of Comments was reviewed. IT Director Kaup gave an update on the recent phishing campaign, computer-based security training, the security awareness newsletter, and phone system issues.

Motion (Henkel/Breu) to accept the Social Media Campaign and present to the County Board. Motion carried unanimously.

Wellness Coordinator Fandre is preparing for the new 2018 Wellness Program.

Treasurer Gehrt reviewed her Department's Letter of Comments. Gehrt stated she would like to negotiate with the Sheriff's Department regarding a request to utilize County-owned vacant property for Search and Rescue Training in exchange for the services of a deputy accompanying her to vacant county-owned properties.

The Finance Department Letter of Comments was reviewed. Finance Director Cummings reported that the payroll project is underway with Wipfli. Deputy Finance Director Lacey Bell was introduced.

Motion (Rozar/Clendenning) to show additional elements of committed and assigned governmental fund balance projected as of December 31, 2017. Motion carried unanimously.

Motion (Rozar/Henkel) to amend the 2017 budget for County Aid to Libraries for the purpose of funding higher than anticipated expenditures. Motion carried unanimously.

Motion (Feirer/Breu) to amend the 2017 budget for the Humane Officer for the purpose of funding higher than anticipated expenditures. Motion carried unanimously.

Motion (Feirer/Rozar) to seek County Board approval to amend the 2017 budget of Building Numbering Identification for additional expenditures that were not anticipated during the original budget process. Motion carried unanimously.

Motion (Feirer/Rozar) to amend the 2017 budget for the Emergency Management Admin function for additional expenditures that were not anticipated during the original budget process. Motion carried unanimously.

Motion (Breu/Feirer) to amend the 2017 budget for Finance for the purpose of funding higher than anticipated expenditures. Motion carried unanimously.

Motion (Rozar/Henkel) to amend the 2017 budget for Information Technology and PC replacement for expenditures that were not anticipated during the original budget process. Motion carried unanimously.

Motion (Henkel/Breu) to amend the 2017 budget for the expenditures incurred in 2017 related to the General Obligation debt issuance costs for the 2018 capital projects. Motion carried unanimously.

Motion (Clendenning/Breu) to amend the 2017 budget of various Highway functions listed for additional expenditures of \$571,790 not anticipated during the original budget process. Motion carried unanimously.

Motion (Rozar/Henkel) to amend the 2017 WIC Grant budget for additional revenue and expenditures unanticipated during the original budget process. Motion carried unanimously.

Motion (Rozar/Breu) to amend the 2017 Healthy Smiles Grant budget for additional revenue and expenditures unanticipated during the original budget process. Motion carried unanimously.

Motion (Clendenning/Breu) to go into closed session at 10:00 a.m. pursuant to Wisconsin State Statute 19.85 (1)(c) to:

• Discuss compensation with regards to recruitment of the Outpatient Psychiatrist position

Roll call vote: Henkel: yes; Feirer: yes; Pliml: yes; Breu: yes; Clendenning: yes; Rozar: yes; Wagner: yes. Motion carried.

Motion (Pliml/Henkel) to return to open session at 10:29 a.m. Motion carried unanimously.

Human Resources (HR)

Human Resources Director Warren Kraft reviewed the Department's Monthly Letter of Comments. He reported that conversations with Wipfli are on hold until a confidentiality agreement is signed. A draft agreement is currently being reviewed by Corporation Counsel.

Director Kraft shared that there will be a special Executive Committee meeting held on Tuesday. December 19th after the County Board meeting to discuss the deputy's grievances. Prior to that meeting, he will send a summary with background information to Committee members.

Director Kraft reminded the Committee of the Educational Reimbursement Policy, which will be discussed at the January meeting. Committee members should present the previously distributed memo to their oversight committees for review with their respective department heads and committee members with comments in writing to the Executive Committee.

Director Kraft introduced Tim Deaton of The Horton Group. Tim presented the 2016 and 2017 Medical Loss Ratio reports, 2014-2017 Claims Strata, and the 2016 and 2017 Plan Change Impact Analysis.

Motion (Henkel/Clendenning) to go into closed session at 11:05 a.m. pursuant to Wisconsin State Statute 19.85 (1)(c) to:

• Review Performance Evaluations of Department Heads of the Finance, Human Resources, Risk Management, IT, and Maintenance departments.

Roll call vote: Henkel: yes; Feirer: yes Pliml: yes; Breu: yes; Clendenning: yes; Rozar: yes; Wagner: yes. Motion carried.

Motion (Pliml/Henkel) to return to open session at 12:29 p.m. Motion carried unanimously.

Next month's regular Executive Committee meeting is scheduled for Tuesday, January 2, 2017 at 8:30 a.m. in room 114.

February's regular Executive Committee meeting is scheduled for Tuesday, February 6, 2017 at 8:30 a.m. in room 114.

Motion (Wagner/Henkel) to adjourn the Executive Committee meeting at 12:35 a.m. Motion carried unanimously.

Respectfully submitted and signed electronically,

Donna M. Rozar

Secretary

All minutes taken and prepared by Kimberly McGrath. All minutes reviewed by the Executive Committee secretary.

Minutes are in draft form until approved at the next Executive Committee meeting.

EXECUTIVE COMMITTEE MEETING MINUTES

DATE:

Wednesday, December 13, 2017

TIME:

1:30 p.m.

PLACE:

Room 317A, Wood County Courthouse

PRESENT:

Bill Clendenning, Hilde Henkel, Lance Pliml,

VIA TELECONFERENCE: Al Breu, Michael Feirer, Donna Rozar, Ed Wagner

OTHERS PRESENT (for part or all of the meeting): Brenda Nelson, Reuben Van Tassel, Peter

Kastenholz, Heather Gehrt, Ken Curry, Adam Fischer (via teleconference)

The meeting was called to order by Chairman Wagner.

Public Comment - No public comment

Discussion was held regarding two Offers to Purchase received from Clarity Care for the Adams Avenue and Peach Avenue CBRFs located in Marshfield. Clarity Care currently rents both properties from Wood County.

Kastenholz stated he has reviewed the offers and his concerns are two-fold: 1) the short time frame given and 2) that these offers are conditional upon approval by the Clarity Care Board of Directors. Pliml stated the offers are pretty standard from a real estate perspective and based on his research of the values of surrounding properties, he believes the offers are fair.

Motion (Rozar/Breu) to accept the Clarity Care Offers to Purchase the Adams Avenue and Peach Avenue CBRF properties in Marshfield in the amount of \$260,000 per property (\$520,000 total) contingent upon County Board approval. Motion carried unanimously.

Kastenholz will draft a resolution to be presented at the December 19th County Board meeting. Van Tassel will contact Clarity Care and update them on the Committee's acceptance of the offers contingent upon County Board approval.

Motion (Henkel/Feirer) to adjourn the Executive Committee meeting at 1:48 p.m. Motion carried unanimously.

Respectfully submitted and signed electronically,

Donna Rozar

Donna Rozar Secretary

Minutes taken and prepared by Brenda Nelson and reviewed by the Executive Committee secretary. Minutes in draft form until approved at the next Executive Committee meeting.

Trent Miner

From:

Peter Kastenholz

Sent:

Wednesday, December 13, 2017 3:34 PM

To:

Trent Miner

Subject:

FW: Marshfield CBRF offer to purchase

From: Peter Kastenholz

Sent: Friday, December 8, 2017 11:22 AM To: Reuben Van Tassel; Ed Wagner

Subject: RE: Marshfield CBRF offer to purchase

Hi Reuben and Ed. I have read over the Offers to Purchase as well as the leases for the properties and wanted to share the following observations.

- Line #9. The \$260K being offered for each property does exceed the appraised values of the properties obtained 8 years ago by \$5k and \$10k. The county spent significantly more than \$260k to build each of the properties but the reduction in value took place during the first 10 years after construction, as the 10-16-2009 appraisals demonstrate. The county has been earning \$2,100 per property per month since 12-1-09, so a little over \$400k in that time period with some maintenance costs. Prior to 12-1-09 the county used its own staff to operate the facilities and may have received revenues exceeding its operational costs over the first 8 years the buildings existed as well. I am not your finance person but at first blush it looks like we are roughly breaking even on our investment, albeit the purpose of the investment was not to make a profit.
- Line #17. The Offer to Purchase does not include personal property which caught me off guard until Reuben showed me his file and pointed out that it contains documents showing the county sold the personal property for each group home to Clarity care for \$10k back in 2009, when the lease started. I had forgotten about that.
- Line #116. The closing date is December 29, 2017. This is a rather aggressive time line but one the county as the seller could meet.
- Line #163. Reuben would need to prepare Seller Condition Reports for the properties. I don't foresee any problems with this.
- Line #340. The county would need to obtain and pay for the title insurance. No surprise there, the reason I point it out is that the \$260k is not how much that will be cleared on each property.
- Addendum A #4. The Offer to Purchase is contingent upon approval by the Clarity Care Board of Directors by Dec. 29, 2017.
- Addendum A #6. The county is to pay the \$780 transfer return for each property. Pursuant to Wis. Stat. s. 77.25(2) the county should be exempt for payment of the transfer return fees. The ROD has always accepted our exemption in the past.
- Addendum #8. As for providing the letter from the city of Marshfield that there are no taxes owing or assessments anticipated, I have left a message with the city's assessor's office so that I can get the ball rolling on this. Sorry if I am jumping the gun but with the holidays coming up, I don't want something like this to become an impediment.
- County's lease with Clarity Care. Unless the lease has been updated and I am not aware of it, then this is a month to month lease; although since the purchaser is the tenant, there really isn't a worry about the lease. It is worth noting, though, that each lease has a \$2,100 security deposit that presumably was paid by Clarity Care back in December of 2009 that they will want returned.

Those are the observations and comments I have at this point. If you need me to put together a counter offer prior to the 12-15 -17 time frame that is subject to county board approval, please advise. If there are any other questions or concerns that I can help with, let me know.

Thanks, Peter

AD HOC PROPERTY COMMITTEE MINUTES

DATE: Tuesday, November 14, 2017

TIME: 10:30 a.m.

PLACE: Room 115, Wood County Courthouse

PRESENT: Al Breu, Ken Curry, Brad Kremer

OTHERS PRESENT: Reuben Van Tassel, Bill Clendenning, Donna Rozar, Ed Wagner, Jason

Grueneberg, Marla Cummings, Mike Martin, Heather Gehrt, Warren Kraft, Amy Kaup

The meeting was called to order by Chairman Breu.

<u>Public Comments</u> – As requested by the Executive Committee, Van Tassel gave an update on the asset management program he will be purchasing in 2018 to track all major assets, maintenance and work orders. Discussion was held regarding security of the system as it is cloud based and accessed through an internet connection rather than being in house on a County server. The condition assessment and software implementation will cost approximately \$37,000 initially with a \$5,000 per year annual fee. Consensus of the Committee is for Van Tassel to move forward with the purchase.

Treasurer Gehrt informed the Committee that her department is entering a busy time of the year so her availability to assist with property sales would be limited.

Review/Approve Minutes

Motion (Curry/Kremer) to approve the minutes from the October 26, 2017 Ad Hoc Property Committee meeting. Motion carried.

Update on Assignments

Van Tassel informed the Committee that a work crew from Emergency Management will be going through the building at 2611 12th Street South to do paint touch ups, cleaning, etc. in preparation to list the building for sale. He is working with Lance Pliml to find a commercial appraiser to do an appraisal of the property.

The Committee discussed the delineation of wetland on 17th Avenue property. Grueneberg has contacted Star Environmental regarding the delineation and they would be able get started right away but may have to complete the job in the spring depending on the weather. The cost would be \$3,500. There is a site selector interested in purchasing a 7.7 acre portion of the property to be developed for an apartment complex, but they are not willing to pay for the wetland study. Kremer stated that the County should bear the cost of the delineation but he has reservations in selling off a portion of the property without first attempting to sell all 33 acres. He would suggest exploring selling the entire parcel for a few months before agreeing to sell off a portion. Further discussion was had regarding acquiring an appraisal for the property which should be completed prior to sale.

Motion (Curry/Kremer) to recommend the Executive Committee approve moving forward with the wetland delineation at the County's cost. Motion amended by Kremer to also include authorization of an appraisal of both the 7.7 acre parcel and the parcel as a whole. Motion carried.

Discussion was held regarding the property at 1010 Airport Avenue in Wisconsin Rapids. Van Tassel stated the Executive Committee approved having Emergency Management complete cleaning and painting of the property and they will begin doing so within the next few weeks.

Van Tassel has contacted Clarity Care regarding possible purchase of the two CBRF properties in Marshfield, those being 613 West 11th Street and 2401 South Peach Avenue. Clarity Care has been leasing both homes. He is waiting to hear back from them.

Courthouse and River Block Space Needs

Van Tassel stated there is a growing list of space needs and other projects that need to be prioritized so that we can move forward. The list includes more space for Finance, Clerk of Courts and the District Attorney; permanent space for Emergency Management, Wellness and the County Board Chairman; the Courthouse security office, employee breakroom and a second elevator; remodeling of Branch 1 and Probate; and possible relocation of Human Resources and Victim Witness. Courthouse security is also a high priority and is being addressed by a security committee headed up by Judge Brazeau. Wagner stated that Cindy Joosten has a list of security priorities and she should be included in the next Ad Hoc Property Committee meeting. Discussion was held at length about the importance of improving Courthouse security with Kremer stating he sees it as a top priority. Van Tassel reminded the Committee that there is some unutilized space on the third floor of River Block which could be built out to accommodate one or two smaller departments.

Van Tassel will begin collecting rough construction costs and possible options to present to the Committee to assist them in prioritizing the space needs and projects.

Kremer was excused at 11:55 a.m.

The next meeting will of the Ad Hoc Property Committee will be held on Tuesday, December 5th at 1:00 p.m.

Agenda items for next meeting: Ongoing space needs for Courthouse and buildout options for River Block third floor.

Chairman Breu declared the meeting adjourned at 12:08 p.m.

Minutes in draft form until approved at the next meeting of the Ad Hoc Property Committee. Minutes reviewed by Chairman Breu, taken by Brenda Nelson.

Comments from the County Clerk December 2017 Executive Committee Meeting

I had a full house for the Municipal Clerk Core Training that I conducted here on November 8th. This training is also now offered in an online class, but a lot of people look at it like I do and realize that having a real person teaching, where you can ask questions and have discussion on the subject matter is very beneficial. I will be offering more large group trainings in the future and will use the big conference room at River Block, Room 206.

December 1st starts the Spring Election campaign period. On the ballot will be Supreme Court Justice, Court of Appeals Judge District IV, statewide referendum question regarding elimination of the state treasurer position, Circuit Court Judge Branch II, county board supervisors, school board members and local officials.

At the January Executive Committee meeting, I'll have a budget resolution regarding Committee's and Commission's budget overage. I'm hoping to come out even money for Clerk's. We're keeping a close eye on it.

2016 Marriage License total 429
2017 Marriage License to date 375
Budgeted revenues for 400 licenses. This will be quite hard to get 25 license in December. ..but it remains to be seen. We'll work on drumming up business.

Passports are behind last year also. 2016 Passports = 642 2017 Same time frame = 544 Again...we'll take to the street hawking our services.

Since starting with the Tri-Vin company we've served a multitude of people. Each of them is thankful that they can obtain their metal license plate here rather than standing in line at a DMV service center. Of course, we're happy to provide a needed service, but also thankful for the added revenue.



MAINTENANCE DEPARTMENT

Maintenance Monthly Comments From the Desk of Reuben Van Tassel

December 5, 2017

Maintenance staff is applying finishing touches in the space on second floor being taken over by the Sheriff's Department.

Working on layout options, pricing and information gathering for options to alleviate space needs issues with the Courthouse and River Block.

Working with engineer to resolve heating issue at River Block.

Several meetings with architect regarding Edgewater capital improvement projects for 2018.

Reviewed plan for snow removal, specifically relating to the Elk's Lot agreement.

Attended WPELRA Supervisor Training in Eau Claire on November 8th.

Attended Executive Committee, County Board, Employee Feedback, Health and Human Services Committee and Executive Committee Ad Hoc Public Property Committee meetings.



SAFETY & RISK MANAGEMENT

Safety & Risk Management Letter of Comments – November 2017

Safety/Risk/Insurance/Work Comp - News & Activities:

Processing 2018 insurance renewals for Wood County.

Lost Time/ Restricted Duty/Medical Injuries: 2

- 11/01/2017 Land Conservation Employee sustained a tick bite and possible lymes disease exposure. Medical only.
- 11/17/2017 Edgewater Haven Employee sustained a contusion to the lower back area from a slip and fall due to a wet floor. Medical with restrictions.

First Aid Injuries: 3

- 11/02/2017 Maintenance Employee sustained a contusion to the neck area when head bumped an overhead pipe.
- 11/15/2017 Norwood HC Employee sustained a contusion to the lower abdomen when struck by a combative individual
- 11/09/2017 Sheriff's Employee sustained a strain to the left pinky finger and upper left forearm from a combative individual.

Property/Vehicle Damage Claims: 1

11/08/2017 – Sheriff's – Squad #36 vs. deer. Loss of \$6336.07

Liability - Wood County - Notice of Injury and Claim: 1

11/09/2017 – Transportation – Wood County Bus struck parked resident vehicle. No cost estimates yet.

Liability - Active Lawyer Notice of Injury and Claim / Lawsuits/ Court Cases/ EEOC claims/ etc.:

- Engen vs. Wood County Highway. 9/27/2011. Trial scheduled in May has been delayed until 2018.
- Waite retaliation claim. 10/04/2014. No updates.
- Suicide claim 5/6/2017 Glodowski.



INFORMATION TECHNOLOGY

November, 2017

- The IT Security Team is preparing to launch a Security Awareness Program. In November a CyberSecurity Phishing Campaign was executed to obtain baseline information from staff to see what are the top security risks to the County network. Phishing emails are emails that are designed to trick the users into believing they are real emails and providing sensitive information or clicking on links within emails. All it takes is one County employee to open or click on something they shouldn't to compromise the County network. Several future CyberSecurity campaigns and training will be scheduled as the IT Security Team works to train and educate users in an effort to protect staff and the County network from Cyber related events.
- ♦ GCS property tax system, vendor for replacement property tax software, is being used for tracking deed and parcel data, receipting tax payments, and generating reports. Special assessment data is being loaded and the 2017 property tax bill creation has begun. Open records requests are being fulfilled using the GCS data.
- ♦ Support for Norwood Healthcare Center and Edgewater Haven is ongoing. Matrix software for both Edgewater and Norwood large upgrade is complete. Access to the Matrix software is now available on the county intranet page. The server address for MatrixCare and Point of Care has changed, this means past shortcuts are obsolete and access can be obtained from the county intranet links. User's may opt to create desktop shortcuts.
- RtVision, Highway Department time and materials tracking software, payroll export file will be updated with new earnings codes as soon as the vendor can fulfill our request. These codes will map to new payroll software, HRMS, new codes that will alleviate a rounding issue. These new codes are now implemented in the TimeStar system and will alleviate a rounding issue as well.
- The TimeStar, electronic time card and time tracking, system configuration is complete. System configuration, which requires coordination between IT, HR and the Finance Department has been continually updated to address the needs of each department. System configuration includes multiple functions like importing employee data, assigning pay groups, assigning time tracking types, setting access permissions, etc. Application access restriction configuration testing is complete and IT continues to apply login restrictions to employees according to department head preferences.

The implementation that spanned from April to September 19, 2017 is now complete. All departments are live using the TimeStar software. As planned and on schedule, Wood County has transitioned from TimeStar's implementation team to support. IT works continually to address some remaining issues and department change requests. The PBJ reporting for CMS (Centers for Medicare & Medicaid) is now complete. PBJ reports were submitted and met the November deadline.



Wood County

WISCONSIN

INFORMATION TECHNOLOGY

- Time Simplicity, the add on module that will provide scheduling software to select department, training will continue. The addition of the TimeStar & Time Simplicity software eliminated the need for manual paper time card tracking and entry and will provide a staff scheduling solution for select departments.
- Work on the Planning and Zoning Sanitary Permit system continues. Zoning permit data entry into the SCO Unix system needs to be replaced with added functionality in the sanitary permit web application. Sanitary permit entry into the web based system is complete.
- Discovery phase of conversion for the remaining 5 systems on the SCO Unix server is complete. However, additional systems that require archive data were discovered and will require analysis and solution development. Replacement system creation and implementation of these systems continues as we plan to decommission the SCO Unix server early in 2018.
- Completed the last wire moves out of the old data center. The IT department has all connections and network equipment and servers moved to the new data center. The last thing that needs to be completed is for Solarus to move the equipment for the Credit Union connection. That work is scheduled for December 4th.
- Worked with Human Services staff to setup new billing codes in TCM.
- Twenty PC's have been deployed including the twelve student and one teacher computer in the Safety Conference room.
- Set up all County SQL Servers with configurations that allow the IT team to be notified of any failed jobs/processes. This allows IT to be aware of failures as soon as they happen.
- ♦ Attended the Multi-County Project Managers meeting in Outagamie County.
- Resumed work on payment processing improvements to the Park Reservations system.
- Upgraded the IMS21 server, Document Management for Human Services and Sheriff, to the latest version (7.3) to help fix any bugs from the last update (7.2).
- Worked with CIS to apply more updates to the State Interface. This helps with better connectivity when running plates, vehicles, and persons.
- Upgraded and migrated Jail's Guard1 software that handles all door checks over to a new more reliable server.
- Put together and recorded a Windows 10 training that can be provided to staff that are interested.



INFORMATION TECHNOLOGY

- Cleanup within ServiceDesk, IT's asset and ticket management software, has begun in preparation for an upcoming physical asset inventory.
- Preparation has begun on migrating to Office 2016.
- Continued configuration on the new Barracuda Security Webfilter that will replace the current web filter solution. Work on this will continue in December.
- Working with Veterans to research and select the best scanner to meet department needs.
- Worked with Sheriff's Department and Sumuri technical support to replaced failed hard drive in the Forensic Systems. The drive needed to be replaced and RAID set rebuilt.
- Terminated and tested network drops in the new Sheriff Department offices.
- ♦ 515 helpdesk requests were created in September, with staff completing 491 tickets leaving 311 open requests.

 These numbers represent service requests from departments throughout the County.
- Worked with Human Services staff to identify and resolve various PPS, Program Participation System, submission errors.
- Setup new service codes for Mental Health to become compliant in PPS SPC code reporting.
- Provided IMS webinar to Human Services employees.
- Began researching automated reminder provided for HS appointments (SMS/Email/Phone).
- Continue to work on cleaning up phone system issues that occurred with the DataCenter move and Solarus new PRIs (Voice Lines).
- Migrated 4 servers to the new storage solution now that the new SAN (Storage Area Network) is fully online.

SECULIE A CERTIFICATION OF THE SECURITY AWARE PEOPLE TO SECURITY AWARE

Two Sides of the Same Coin

PRIVACY

SECURITY



WHY COMPLIANCE MATTERS

UNDERSTANDING INSIDER THREATS

MANGET AND EGURITY

Two Sides of the Same Coin





Privacy and security work together, and often get interchanged in casual conversation. But there is a difference, and it's important to understand that difference.

Privacy refers to the appropriate use of any data that is collected, stored, and transmitted. "Appropriate" is the operative word here. When a customer or business client shares sensitive data with us, it is our duty to ensure we only use that data for its intended purpose. We are not, for example, going to send it to an unauthorized party or post it on Facebook.

Security refers to our efforts as Human Firewalls to ensure that data is not accessed by unauthorized parties, such as social engineers and cybercriminals. Security means not clicking on random links and attachments, making sure that our workstations are organized and password-protected, and verifying that access-controlled areas remain locked.

Think of it this way: privacy is often mandated by compliance regulations and organizational policies, while security is a measure of human and technical defensive solutions. While completely different, the two work together to achieve one common goal: guaranteeing the confidentiality, integrity, and availability of sensitive information at all times, at every level, no matter what.

If you ever question your role when it comes to privacy and security, or what our organizational policies are, please ask!





Cyber security and information security policies are put in place to ensure data privacy, much in the same way that a security system protects the privacy of your home. Data security comes down to the confidentiality, availability, and integrity of data, whereas data privacy concerns the appropriate use of that data.





"To me, the most frustrating thing is when people treat privacy and security as if they are trade-offs."

- Michael Chertoff, former Security of Homeland Security

"We don't have to make a trade-off between security and privacy. I think technology gives us the ability to have both."

- John Poindexter, retired US naval officer and Department of Defense official.





When it comes to privacy and accountability, people always demand the former for themselves and the latter for everyone else."

- David Brin , American scientist and sci fi author

INSIDER THREATS

Do you consider yourself a threat to our organization? You probably don't, especially since we do our best to work together to form an alliance of strong, security-savvy individuals! Unfortunately, insider threats exist in every organization, from the CEO on down. So what exactly is an insider threat? Simple: anyone who has been granted access – from sensitive data to controlled rooms and buildings – is an insider threat. Why? Because they have access, and access requires responsibility.

THREE TYPES OF INSIDER THREATS



ACCIDENTAL

Oops, I sent sensitive information to the wrong person!



NEGLIGENT

I know it's against policy to access information from my personal device, but I'm going to do it anyway so I can work from home.



MALICIOUS

I wonder how much money I could make off this private information I have access to...

WHAT CANYOU DO TO MITIGATE THE THREAT YOU OR OTHERS POSE?

Always follow policy. Report all incidents. Stay alert. Respect privileged access. Lead by example.

OFFBOARDING FROM 3 DIFFERENT PERSPECTIVES

When the time comes to move on from an organization, whether voluntarily or otherwise, we all play a role in making that a smooth transition for everyone involved. This process is known as **offboarding**.



OFFBOARDING FOR MANAGERS & EXECUTIVES

Your job is to ensure all departments know of the employee's departure, and that the transfer of responsibilities and data is organized in a way that benefits everyone. Organization is key to protecting information in both the physical and cyber domains, so it's vital that you have a detailed offboarding plan in place.



OFFBOARDING FOR LT.

I.T. must update the employee's access to systems and networks immediately upon departure. That means changing logins and passwords, removing access to physical and cyber locations where necessary, and recovering organization-issued devices.



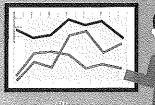
OFFBOARDING FOR THE DEPARTING EMPLOYEE

Regardless of reasoning, your role in departing from an organization is important! From training your replacement or co-workers to turning in property that belongs to the organization, you not only assist in protecting sensitive information, but also in fulfilling your role as a strong Human Firewall.

Why Does Compliance Matter?

When you make an online purchase, you provide hanking information, your address, and other bits of PH (personally identifiable information). What it that data fell into the wrong hands? Who protects it, and what penalties exist for inadequate data practices?

Enter compliance regulations. They exist to protect sensitive information across multiple industries. Think about how many pines you provide your full name, address, phone number, national ID number, and more. Whether you're setting up a new utility account or visiting a doctor, PH is a necessary part of doing husiness. This is why compliance regulations exists to protect





LET'S TAKE A LOOK AT A FEW COMMON REGULATIONS



HIDAA

Health Insurance Portability and Accountability Act

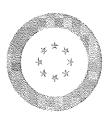
Goal: To keep medical information confidential and private, ensuring that it's only used in the way for which it is intended. This means that medical information can only be collected, shared, stored, and used for legitimate purposes and must be properly protected. HIPAA was signed into law in 1996. HIPAA is not just for doctors or medical professionals! Find out how HIPAA impacts your job function: http://secaware.co/NotADoctor.



PC-055

Payment Card Industry Data Security Standard

Goal: To prevent credit card fraud and theft by implementing standards for vendors who process credit or debit information. PCI-DSS specifies 12 requirements for compliance, which are organized into six control objectives. Learn more about PCI, what you need to know, and common myths about the requirements: http://secaware.co/PCIFAOsMyths



GDPR

General Data Protection Regulation

Goal: To protect the privacy of all European Union residents, regardless of where their private information gets used or accessed. Organizations worldwide must be GDPR compliant in order to process, store, or transmit data of EU citizens. GDPR sets the gold standard for cross-border data regulations. Learn more about the global impact: http://secaware.co/GDPRImpact

PHI • Protected Health Information • any information regarding health status, health care, or payment for health care.

PII • Personally Identifiable Information • any information that can be used to identify an individual, such as national ID number, full address, phone number, date of birth, etc.

What is your role within our organization regarding compliance regulations? To know and always follow policy. Treat sensitive data with the utmost care, and keep in mind that data is not just numbers; it represents people. If you're not sure about our organization's policies or what regulations you must follow, please ask!

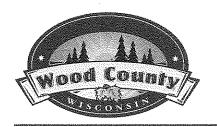
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TREASURER'S REPORT

12-05-2017

By: H. Gehrt

- I went around to all the tax deed properties that county owns and placed for sale signs on them November 1.
- I attended the Judicial and Legislative Meeting on November 3.
- I participated in the Executive Committee Meeting on November 7.
- I participated in the final United Way Campaign report meeting on November 7. Overall contributions from the County were down this year compared to previous years.
- I attended the Budget Hearing Meeting and County Board Meeting on November 14.
- I attended the Ad Hoc Property Committee Meeting on November 14.
- All mill rate tax calculation sheets have been distributed to the municipalities to enter in their local levy. Once completed they will be mailed back to the county and after being computed, tax bills will begin to be run.
- I have signed an agreement with Beaver Creek Nursery and Landscaping LLC to remove the tree in Marshfield. The tree will be removed in December and for \$1,500. The adjacent landowner then has agreed to purchase that parcel. If all goes as planned, I will bring a resolution forward at the January meeting.
- November 21 the Nekoosa Board of Education met to discuss the proposal of purchasing the 5 properties in Nekoosa. I have tentatively heard that it was approved, if so, I will bring a resolution forward at the January meeting.
- As of November 30, we have all tax bills run except for 7 municipalities that still have to turn information to us.



HUMAN RESOURCES DEPARTMENT

Interdepartmental Memo

November 30, 2017

To:

Ed Wagner, Donna Rozar, Hilde Henkel, Al Breu, Mike Feirer, Bill Clendenning

and Lance Pliml

From:

Warren Kraft, Director of Human Resources

Subject:

Human Resources (HR) Monthly Letter of Comments – November 2017

General Highlights:

- Met with Executive Committee on November 20 to begin discussion of realignment of
 recruitment activities as a result of the County Board budget amendment to defund the
 recruiter position effective January 1, 2018. Developed and distributed memorandum with
 Meeting's talking points for Department Heads' conversations with their respective oversight
 committees.
- Onboarding, orientation and tour of county offices with Kim McGrath, who joined the Department as Human Resources Administrator on Monday, November 6 and will be introduced to the Executive Committee.
- Met with Department Head concerning personnel matters involving funeral leave and family emergency. Met with Department Head regarding hiring concerns.
- Attended Payroll Transition Kick-off Meeting with Wipfli consultants on November 28. Continued efforts to facilitate transfer of payroll function to Finance.
- With one HR staff member remaining on intermittent medical leave, continued adjusting and distributing work responsibilities on a temporary basis.
- At the request of the chairperson of the Public Safety Committee, initiated directive to Humane Officer to resume reporting of hours attributed to per diems for Committee review, and initiated a review of hours recorded since September.
- Continued process regarding grievance filed by Wood County Deputy Sheriffs' Association (WPPA/LEER) regarding court call-in time. The grievance was denied at Step 3 of the process (before the Human Resources director.) The Executive Committee is now scheduled to review the matter on December 19. If the grievance is denied, the next step is to send the matter to arbitration.
- Reviewed with consultant and Executive Committee chairperson the draft report of Market Review for Wood County Compensation Plan. Discussed process for further consideration and potential implementation ideas.
- In consultation with corporation counsel, continuing response to a records request from an investigative reporter for the USA Today Network (Gannett) the request seeks discipline and roster records from the Sheriff's Department. Quentin Ellis responded on the Department's behalf and referred the reporter to the Human Resources Department for follow up records requests.

- Consulted extensively with Corporation Counsel regarding two personnel matters. Followed up with oversight committee chair and department directors. Provided updates to reporting individuals as needed
- Participated in meetings of the Central Wisconsin Human Resources Directors at Rib Mountain and the Fox Valley Association of HR Directors and Negotiators. Roundtable discussions included contractual updates (for emergency response personnel) and implications of a recent federal circuit court appeals decision discussing the interplay of FMLA and ADA requirements.
- Participated in a monthly teleconference with representatives of The Horton Group, reviewing Open Enrollment procedure and presentation scheduled for Executive Committee on December 5.
- With Kim, attended annual Fall Safety Training Program at the Highway Department, to introduce Kim to the staff, to explain new benefits and important year-end payroll dates, and to answer employee questions about the market review of the Compensation Plan, the impact of red-circling on longer-tenured employees, the recruitment and retention efforts as it impacts the Department, and related HR questions.
- With Kim, attended the quarterly Wellness Board meeting on November 7.
- Continuous consultation with several department heads and supervisors concerning employee
 performance issues and developed strategies for resolution. Consulted with department
 heads regarding FLSA hours-worked provisions and County policy for compensatory time
 for certain exempt employees. Continued to assisted department head and frontline manager
 in a disciplinary meeting with employee who had legal representation. Provided guidance
 regarding employee who failed to report for work as scheduled.
- Continued support to external counsel regarding EEOC matter involving former employee, now scheduled for trial during the week of December 11 in Madison. Additional support t external counsel regarding ERD matter for former employee, terminated for failing to report to duty as assigned.
- Per direction of the chairperson, assembled the materials requested from department heads for annual performance review by the Committee.
- Participated in webinars: Political Speech in the Workplace, Transgendered Rights in the Workplace and FLSA Compliance.

<u>Administrative – Kim McGrath</u>

- Completed initial onboarding, training, and orientation. Toured all County offices with Warren and met so many wonderful employees, department heads, and committee members.
- Attended the quarterly Central Wisconsin Human Resources Directors Meeting at Rib Mountain and the monthly Stevens Point Area Human Resources Associated "Strategic Talent Management" Seminar.
- Attended the Quarterly "Project Search" meeting at Riverview Hospital as a member of the Business Advisory Council. Project Search is an organization that provides valuable employment and life skills training for young adults with disabilities.
- With Warren and Jodi, participated in a monthly benefits teleconference with representatives of The Horton Group. Assisted with open enrollment questions and data entry.
- With Warren, attended annual Fall Safety Training at the Highway Department, to answer a wide array of HR-related questions.
- Conducted three exit interviews.
- With Warren, attended the quarterly Wellness Board meeting.

 Held conversations with several department heads and supervisors concerning employee relations and HR practices. Provided HR guidance and support.

Payroll and Benefits – Jodi Pingel

WPK note: Limited staff time and the impact of redistributed duties do not permit going through Jodi's activity logs to itemize her tasks prior to medical leave. Though these are from her August report to the Committee, essentially these are the same tasks that she performed until medical leave and are provided for the Committee's information. (Dates withstanding.) Thank you for your understanding.

Updated with working limited hours while on medical leave

- Create and test new insurance plans and pay codes for changes in premiums due to Wellness premium incentive. Also, new plan and code for Short-term disability plan effective 1/1/18.
 - New insurance plans and pay codes created in Live HRMS system and updated monthly premium rates
- Training and assisting Human Resources Admin Assistant on payroll and benefits process while on leave of absence
- Processing Family Medical Leave requests.
- Updated earnings distributions to reflect the new earnings codes to replace vacation, sick and comp pay codes
- Vacation awards.
- Terminations Cancel insurance benefits, COBRA notification, report final earnings and hours to WRS, PEHP.
- September & October COBRA remittance and vendor payments.
- Unemployment charges for October 2017.
- Update Reusable timecards in HRMS with Basic Life enrollments.
- Update Termination Payout form with new 2018 Cobra rates and no longer accounting for accrued vacation
- Answer employee questions on concerns related to 2018 insurance plans including the new option for short-term disability
- Completion of payroll for 11/9/17 and 11/23/17
- TASC (Flexible Spending) Fees Journal Entry for November
- Employment Verifications
- Payroll Updates including Tax changes, employee transfers, deductions, etc.
- Cobra Renewal with new 2018 rates
- TASC Renewal for 2018
- Vendor set-up with Finance for AXA (Life Insurance) and Mutual of Omaha (Short Term Disability
- New Hire Entries and Benefit Elections
- TimeStar
 - o Assisting with employee and supervisor questions related to the usage of TimeStar
 - Working with IT on configuration updates and verifying data export

Recruitment - Angel Butler-Meddaugh

- Completed the mandatory EEO-4 report on October 30, 2017. This is normally a duty of the Assistant; however, with one staff member out on intermittent leave, we are all picking up where we can.
- Posted the 4H Program Coordinator for University Extension on Job Net. This is mentioned because it is a State position; however, I was asked for my assistance to post externally.
- Coordinated and confirmed 26 interviews for the Part-time (Reserve) Deputy positions.
- Received two dilute post-offer pre-employment drug test results. Candidates have been contacted and tests have been rescheduled. The candidates are unable to start until we have a negative result on file.
- Recently two Mechanics decided to leave Wood County employment and accept positions
 elsewhere. It is understood that the wage was the issue. They could both make much more
 money at another place of employment. I hope with the wage study evaluation that those
 positions will be rated more comparable with our neighboring counties. On a positive note,
 interviews are scheduled next week.
- Happy to announce that the Birth to Three Program Coordinator position has an offer pending! She has verbally accepted, with an anticipated start date in mid-December. This was an especially difficult position to fill as it is a very specialized certification.
- The following chart shows position activity during the month. Positions that are filled are dropped from the list the following month.

Refilled			
Position	Department	Position	<u>Status</u>
Refilled	Child Support	Case Worker Paternity	Filled
Refilled	Child Support	Administrative Services 4	Deadline 12/10/17
Refilled	Edgewater	CNA (1 FT, Multiple Casual)	Recruitment by Edgewater
Refilled	Edgewater	Dietary Aide (2 Casuals)	Recruitment by Edgewater
Elig List	Edgewater	RN's (1 PT, 1 Casual)	Recruitment by Edgewater
Refilled	Highway	Mechanic (2)	Deadline 12/10/17
Refilled	Human Services	Receptionist/Secretary	Interviews 12/6 & 12/8/17
Refilled	Human Services	Birth to Three Program Coordinator	Filled
Refilled	Human Services	Residential Aides (Casual Pool)	Deadline 12/3/17
New	Human Services	FSET Case Managers (2)	Filled
Refilled	Maintenance	Maintenance Technician I	Deadline 12/17/17
Refilled	Norwood	Dietary Aide (1 PT, 2 Casual)	Recruitment by Norwood
Refilled	Norwood	RN (2 FT, 1 PT – Establishing Elig List)	Recruitment by Norwood
Refilled	Norwood	CNA (2 FT, 1 PT, 3 Casual)	Recruitment by Norwood
Refilled	Sheriff	Cook	Deadline 12/7/17
Refilled	Sheriff	Part-Time (Reserve) Deputies	Interviews 12/7/17
Refilled	Sheriff	Corrections Officers-Female (Elig list)	Deadline 12/17/17

Administrative Services - Kelli Quinnell

WPK addition: As her time permits, Kelli is also providing her usual administrative services to the Department.

- With a staff member now on medical leave, I am devoting much of my time to payroll and benefits.
- Training Human Resources Administrator on certain duties of the position.

- Open Enrollment collecting forms, answering questions regarding benefits and inquiries into current enrollments, entering enrollments for all employees into HRMS.
- Sent out correspondence regarding the annual performance evaluation deadline as well as outstanding evaluations to Department Heads. Entering performance evaluations as they are submitted to prepare for end-of-year step increases.
- Continue work on IMS-21 Electronic Filing with IT as time permits.

For specific information on HR activities, please contact the HR Department.

WOOD COUNTY



RESOLUTION#

ITEM#

DATE

December 19, 2017

Effective Date Upon Passage & Publication

introduced by	•
Page 1 of 1	

Executive Committee

Committee

BLN

Motion:		Adopted:	
1 st		Lost:	
2 nd		Tabled:	
No:	Yes:	Absent:	
Number	of votes requi	red:	
	Majority [X Two-thirds	
Reviewed by: PAK, Corp Counsel			
Reviewed	by:	, Finance Dir.	

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M	<u> </u>		<u></u> .
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

INTENT & SYNOPSIS: To amend the 2017 budget for County Aid to Libraries (55112) for the purpose of funding higher than anticipated expenditures.

FISCAL NOTE: To transfer \$2,565 from available balance in contingency (51590) to the County Aid to Libraries (55112). At the time of this request the funds available in contingency are \$367,782. The adjustment to the budget is as follows:

Account	Account Name	<u>Debit</u>	<u>Credit</u>
55112	County Aid to Libraries		\$2,565
51590	Contingency	\$2,565	

WHEREAS, Wood County is required by statute (43.12) to reimburse libraries within Wood County, and adjacent to Wood County, no less than 70% of the cost of subscriptions by Wood County residents; and

WHEREAS, while Wood County budgeted sufficient funds to reimburse the libraries within Wood County, the 2017 budget did not include funds to reimburse the Lester Public Library in Rome, and

WHEREAS rule 26 of the Wood County Board of Supervisors states that "an amendment to the budget is required any time the actual costs will exceed the budget at the function level", and

WHEREAS the budget for the contingency account was adopted for the purpose of funding unanticipated expenditures, and

THEREFORE BE IT RESOLVED to amend the Wood County budget for 2017 to transfer \$2,565 from the Contingency Account (51590) to the County Aid to Libraries (55112) function, and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats. 65.90 (5), the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days.



LaFontaine, D Rozar, D 3 Feirer, M

Wagner, E

Fischer, A

Ashbeck, R Kremer, B Winch, W

6 Breu, A

10 Henkel, H

Curry, K

Machon, D Hokamp, M

Polach, D

16 Pliml, L Zurfluh, J

18 Hamilton, B

Leichtnam, B

Clendenning, B

9

11

13

14

15

17

RESOLUTION#

ITEM#

DATE

December 19, 2017

Effective Date Upon Passage & Publication

Page 1 of 1

NO

YES

A

Executive Committee Introduced by

Committee BLN

Motion:		Adopted:
1 st		Lost:
2 nd		Tabled:
No:	Yes:	Absent:
Number	of votes requi	red:
	Majority [X Two-thirds
Reviewed	l by: <i>PA</i>	K , Corp Counsel
Reviewed	by: Mil	, Finance Dir.

INTENT & SYNOPSIS: To amend the 2017 budget for the expenditures
incurred in 2017 related to the 2017A General Obligation debt issuance costs
for the 2018 capital projects:

FISCAL NOTE: No additional cost to Wood County. The source of the funding is the portion of the \$5,415,000 debt proceeds that expended in 2017 for the debt issuance costs:

Account	Account Name	<u>Debit</u>	Credit
58295	Paying Agent & Fiscal Costs		\$50,000
49110	Proceeds from Debt	\$50,000	

WHEREAS, the 2017A G.O. Promissory Notes for \$5,415,000 were issued in 2017 to fund \$2.5 million of 2018 Highway projects, \$1.19 million of 2018 general capital projects and \$1.725 million to refinance the \$1.75 million of State Trust Fund loans, and

WHEREAS the debt issuance costs incurred in 2017 were included in the 2017A debt issue and were estimated to total \$49,257 to be funded with a portion of \$1.19 million part of the debt issue, and

WHEREAS the County has been billed \$46,233 so far in 2017 for debt issuance costs, and

WHEREAS rule 26 of the Wood County Board of Supervisors states that "an amendment to the budget is required any time the actual costs will exceed the budget at the function level, and

THEREFORE BE IT RESOLVED to amend the 2017 budget for debt issuance costs (58295) by \$50,000 funded by appropriating debt proceeds 49110 for \$50,000, and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats. 65.90 (5), the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days.



RESOLUTION#

ITEM#

DATE

December 19, 2017

Effective Date

Upon Passage & Publication

Introduced by Page 1 of 1

Executive Committee

Committee BLN

Motion:		Adopted:
1 st		Lost:
2 nd		Tabled:
No:	Yes:	Absent:
Number	of votes requ	ired:
	Majority [X Two-thirds
Reviewed	1 by:	人 , Corp Counsel
Reviewed	lby: ME	, Finance Dir.

,				
		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A] "	
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Plim! I			

Zurfluh, J

Hamilton, B

Leichtnam, B

INTENT & SYNOPSIS: To amend the 2017 budget for Finance (51510) for the purpose of funding higher than anticipated expenditures.

FISCAL NOTE: To transfer \$50,000 from available balance in contingency (51590) to Finance (51510). At the time of this request the funds available in contingency are \$367,782. The adjustment to the budget is as follows:

Account	Account Name	<u>Debit</u>	<u>Credit</u>
51510	Finance		\$50,000
51590	Contingency	\$50,000	

WHEREAS, the Wood County Finance Department incurred a number of expenditures that were not anticipated during the 2017 budget; and

WHEREAS, these expenditures included:

- the wages and fringes related to the vacation payout to the Finance Director,
- the expected costs of professional services, wages and other related operational expenses for the transfer of the payroll function,
- professional services to develop a fiscal policy to comply with the new requirements of the new "super circular" on Uniform Grant Guidance, and

WHEREAS rule 26 of the Wood County Board of Supervisors states that "an amendment to the budget is required any time the actual costs will exceed the budget at the function level", and

WHEREAS the budget for the contingency account was adopted for the purpose of funding unanticipated expenditures, and

THEREFORE BE IT RESOLVED to amend the Wood County budget for 2017 to transfer \$50,000 from the Contingency Account (51590) to the Finance (51510) function, and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats. 65.90 (5), the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days.

WOOD COUNTY	Y					ITEM#	-1	{	
						DATE	December	19, 2017	
()	RESC	DLU ⁻	ΓΙΟΙ	N#		_ Effective D	ate upon pa	assage and pub	lication
	Introduc	ed by	<u>H</u>	lealth & Hum	an Services Commit	tee and Exe	cutive Comn	nittee	
Pag	e 1 of 1								Committee
Motion:	Adop	ted:							SK
1 st	I	ost: [YNIGHTANIGE (& SYNOPSIS: To a	mand tha 20	17 Waalthy Sn	nilee Grant bu	daet for
2 nd	Tat	oled:		additional re	evenue and expenditur	mena me 20 es unanticipa	ted during the	e original budg	get process
No: Yes:	Abs	sent: _			 	1			
Number of votes require	ed:				OTE: No cost to Wo	od County.	The adjustme	nt to the budge	et
	Two	-thirds		is as follows	S:				
Reviewed by: PAK		orp Cou	nsel	Function	Account Name		Debit	<u>Credit</u>	
Reviewed by: MY	<u>,</u> , Fi	n. Dir.		54130	Dental Sealants		12.560	13,568	
	NO	YORG		46510	MA Revenue		13,568		
1 LaFontaine, D	NO	YES	_A_	Source of M	Ioney: MA revenue, b	udgeted exp	enditures are l	being increase	d
2 Rozar, D				by the same	amount as the unantic	ipated fundi	ng sources.		
3 Feirer, M 4 Wagner, E	-	<u>-</u>		WHITTOFA	S revenues generated b	w the departs	ment is projec	ted to be high	er
5 Fischer, A				than anticip	ated by \$13,568 due to	additional N	AA funding, a	ind	
6 Breu, A									
7 Ashbeck, R 8 Kremer, B					S expenditures of the a ly adopted budget by \$		ns are anticipa	ated to exceed	
9 Winch, W				inc original	y adopted badget by t	15,500, und			
10 Henkel, H 11 Curry, K				WHEREAS	S the reasons for the o	ver expended	functions have	ve been	
12 Machon, D				adequately j	ustified to the Health	and Human S	Services Comi	mittee, and	
13 Hokamp, M				WHEREAS	S rule 26 of the Wood	County Boar	d of Supervis	ors states that	
14 Polach, D 15 Clendenning, B				"an amendn	nent to the budget is re	quired any t	me the actual	costs will	
16 Pliml, L			_	exceed the b	oudget at the function	level",		•	
17 Zurfluh, J 18 Hamilton, B				NOW THE	REFORE BE IT RE	SOLVED to	amend the W	ood County	
19 Leichtnam, B					iles Grant budget for 2			,568 of	
				unanticipate	ed revenue to the above	e named fund	ction, and		
BE IT FURTHER F	RESOL	VED t	hat p	ursuant to Wis	. Stats. 65.90 (5), the (County Clerk	is directed to	publish a Clas	§S.
1 notice of this budge									
								•	
									-
EXECUTIVE CON	MMIT"	TEE		•					
ED WAGNER (CH	AIR)		-						
DONNA ROZAR					MICHAE	L FEIRER			
BILL CLENDENN	ING				AL BREU				
HILDE HENKEL					LANCE P	LIML			
					30				

WOOD COUNTY ITEM# December 19, 2017 DATE RESOLUTION# Effective Date upon passage and publication Health & Human Services Committee and Executive Committee Introduced by Committee Page 1 of 1 SK Motion: Adopted: st Lost: INTENT & SYNOPSIS: To amend the 2017 WIC Grant budget for additional 2^{nd} Tabled: revenue and expenditures unanticipated during the original budget process. Absent: No: Yes: Number of votes required: FISCAL NOTE: No cost to Wood County. The adjustment to the budget is as follows: Majority X | Two-thirds Reviewed by: PAK , Corp Counsel Account Name Credit Function Debit 19.684 54122 WIC 43554 State Grants 19,684 NO YES Source of Money: Department of Health Services, Division of Public 1 LaFontaine, D Health, budgeted expenditures are being increased by the same amount as the 2 Rozar, D 3 Feirer, M unanticipated funding sources. 4 Wagner, E 5 Fischer, A WHEREAS revenues generated by the department will be higher than anticipated by \$19,684 due to additional grant funding, and 6 Breu, A 7 Ashbeck, R 8 Kremer, B WHEREAS expenditures of the above functions are anticipated to exceed 9 Winch, W the originally adopted budget by \$19,684, and 10 Henkel, H 11 Curry, K WHEREAS the reasons for the over expended functions have been 12 Machon, D adequately justified to the Health and Human Services Committee, and 13 Hokamp, M 14 Polach, D WHEREAS rule 26 of the Wood County Board of Supervisors states that 15 Clendenning, B "an amendment to the budget is required any time the actual costs will 16 Pliml, L exceed the budget at the function level", 17 Zurfluh, J 18 Hamilton, B NOW THEREFORE BE IT RESOLVED to amend the Wood County 19 Leichtnam, B WIC Grant budget for 2017 by appropriating \$19,684 of unanticipated revenue to the above named function, and BE IT FURTHER RESOLVED that pursuant to Wis. Stats. 65.90 (5), the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days. EXECUTIVE COMMITTEE ED WAGNER (CHAIR) MICHAEL FEIRER DONNA ROZAR AL BREU BILL CLENDENNING LANCE PLIML HILDE HENKEL

WOOD COUNTY ITEM# December 19, 2017 DATE **RESOLUTION#** Upon passage and publication Effective Date **Executive Committee** Introduced by Committee Page 1 of 1

Motion:		Adopted:
1 st		Lost:
2 nd		Tabled:
No:	Yes:	Absent:
Number	of votes requ	ired:
	Majority	X Two-thirds
Reviewed by: PAK		Corp Counsel
Reviewed by: MM		η , Finance Dir.

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Miner, T			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

INTENT & SYNOPSIS: To amend the 2017 budget for Information Technology, PC Replacement (51452) for expenditures that were not anticipated during the original budget process:

FISCAL NOTE: No additional cost to Wood County. The source of the funding is the non-lapsing PC Replacement Designated Fund Balance. The adjustment to the budget is as follows:

Debit

BLN

Credit

33900 PC Replacement Designated Fund Balance \$59,000 \$59,000 51452 PC Replacement

Account Name

Account

WHEREAS the aforementioned expenditures of approximately \$59,000 were not anticipated during the 2017 budget process; and

WHEREAS the Wood County Executive Committee approved the establishment of a non-lapsing account to carry over any unexpended revenues and contributions to the PC Replacement; and

WHEREAS the initial number of devices identified as needing to be replaced during the 2017 budget process was below the level that needed to be replaced to maintain the PC replacement cycle; and

WHEREAS the PC Replacement Designated Fund has sufficient funds; and

WHEREAS, rule 26 of the Wood County Board of Supervisors states that "an amendment to the budget is required any time the actual costs will exceed the budget at the function level"; and

THEREFORE BE IT RESOLVED to amend the PC Replacement (51452) budget for 2017 by transferring \$59,000 from PC Replacement Designated Fund Balance (33900) to PC Replacement (51452), and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats. 65.90 (5), the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days.



Reviewed by:

LaFontaine, D

Rozar, D

Feirer, M Wagner, E

Fischer, A

Ashbeck, R Kremer, B

Winch, W Henkel, H

Curry, K

13 Hokamp, M

14 Polach, D

17 Zurfluh, J Hamilton, B

19 Leichtnam, B

Machon, D

15 Clendenning, B 16 Pliml, L

6 Breu, A

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3

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12

18

RESOLUTION#

, Finance Dir.

YES

NO

Introduced by

Page 1 of 1

ITEM#

DATE

Executive & Public Safety Committees

December 19, 2017

Effective Date Upon Passage & Publication

BLN

 	Committee

Adopted: Motion: 1st Lost: 2nd Tabled: Yes: Absent: Number of votes required: Majority X Two-thirds Reviewed by: PAK , Corp Counsel

To amend the 2017 budget for the Humane INTENT & SYNOPSIS: Officer (54129) for the purpose of funding higher than anticipated costs.

To transfer \$4,000 from available balance in FISCAL NOTE: contingency (51590) to the Humane Officer (54129). At the time of this request, the funds available in contingency are \$367,782. The adjustment to the budget is as follows:

Account	Account Name	<u>Debit</u>	<u>Credit</u>
54129	Humane Officer		\$4,000
51590	Contingency	\$4,000	

WHEREAS it was discovered that a correction was needed to the per diem rate used for the Humane Officer which resulted in back pay and fringes of approximately \$4,000 being paid in 2017, and

WHEREAS this expense was not anticipated during the preparation of the 2017 budget, and

WHEREAS rule 26 of the Wood County Board of Supervisors states that "an amendment to the budget is required any time the actual costs will exceed the budget at the function level", and

WHEREAS the budget for the contingency account was adopted for the purpose of funding unanticipated expenditures, and

THEREFORE BE IT RESOLVED to amend the Wood County budget for 2017 to transfer \$4,000 from the Contingency Account (51590) to the Humane Officer (54129) function, and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats. 65.90 (5), the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days.

on Ollifa



RESOLUTION#

ITEM#

1 - 8

DATE

December 19, 2017

Upon County Board

Effective Date approval and publication

Introduced by Public Page 1 of 1

Public Safety Committee and Executive Committee

Committee

SAR

Motion: Adopted: 1 st Lost: 2^{nd} Tabled: No: Yes: Absent: Number of votes required: Majority X Two-thirds , Corp Counsel Reviewed by: Reviewed by: Finance Dir.

INTENT & SYNOPSIS: To seek County Board approval to amend the 2017 budget of Building Numbering Identification (BNI) for additional expenditures that were not anticipated during the original budget process:

FISCAL NOTE: No additional cost to Wood County. The source of the funding is unanticipated revenues from projects for Wood County townships. The adjustment to the budget is as follows:

			,	
		NO	YES	Α
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E	<u> </u>		
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

Account Account Name Debit Credit

52530-341 BNI Operating Supplies & \$1500

Expenses \$1500

Source of Money: Additional unanticipated revenues from projects for Wood County townships.

WHEREAS, the aforementioned expenditures of \$1500 were not anticipated during the 2017 budget process, and

WHEREAS, the payment made for the unanticipated projects for Wood County townships will have no impact on the county tax levy, and

WHEREAS, rule 26 of the Wood County Board of Supervisors states that "an amendment to the budget is required any time the actual costs will exceed the budget at the function level", and

THEREFORE BE IT RESOLVED to amend the Wood County budget for 2017 by appropriating \$1500 of unanticipated revenues to Building Numbering Identification (52530), and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats 65.90(5) the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days.

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MIKE FEIRER (Chairman) Malten

ITEM#

DATE

December 19, 2017

Upon passage and

Effective Date publication

Introduced by Page 1 of 1

RESOLUTION#

Public Safety Committee and Executive Committee

Committee

SAR

Adopted: Lost: Tabled: Yes: Absent:

Number of votes required:

Majority

X Two-thirds

Motion:

1st

 2^{nd}

No:

Reviewed by: Min

, Corp Counsel , Finance Dir.

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

INTENT & SYNOPSIS: To amend the 2017 budget for the Emergency Management Admin function (52520) for additional expenditures that was not anticipated during the original budget process:

FISCAL NOTE: No additional cost to Wood County. The source of the funding is unanticipated revenues from State Aid. The adjustment to the budget is as follows:

Account	Account Name	<u>Debit</u>	Credit
52520	Emergency Management Admin		\$21,800
43528	State Aid Emergency Government	\$21,800	

WHEREAS, the Emergency Management Admin budget has incurred additional expenditures that were not anticipated during the original budget process for emergency preparedness planning exercises

WHEREAS, the payment for unexpected expenditures received from the State Grants will have no impact on the county tax levy, and

WHEREAS, rule 26 of the Wood County Board of Supervisors states that "an amendment to the budget is required any time the actual costs will exceed the budget at the function level", and

THEREFORE BE IT RESOLVED to amend the Emergency Management Admin (52520) budget for 2017 by appropriating \$21,800 of unanticipated revenues from State Aid Emergency Government (43528), and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats 65.90(5) the County Clerk is directed to publish a Class 1 notice of this budget change within 10 days.

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RESOLUTION#

ITEM#

1-10

DATE

December 19, 2017

RESOLUT	ION#		Effective Date	Upon Passage & Publication
Introduced by	Highwa	y Infrastructure and F	Recreation and Execut	ive

Page 1 of 1

Committee

ibp

Motion:		Adopted:
1 st		Lost:
2 nd	<u>-</u> .	Tabled:
No:	Yes:	Absent:
Number	of votes requi	red:
	Majority [X Two-thirds
Reviewed	by: <u>PA</u>	K , Corp Counsel
Reviewed	by: M	, Finance Dir.

INTENT & SYNOPSIS: To amend the 2017 budget of various Highway functions listed below for additional expenditures of \$571,790 not anticipated during the original budget process.

FISCAL NOTE: No additional cost to Wood County.

Source of Money: Available appropriations in revenues in excess of budget of \$148,788 and functions under budget of \$423,002.

The adjustment to the budget is as follows:

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

Account	Account Name	Debit	Credit
43531	State Aid – Transportation	148,788	
53266	Bituminous Operations – Production/Maintenance Fund	182,588	
53240	Machinery Operations	240,414	
53120	Engineer		13,682
53191	Other Administration		1,367
53311	Maint CTH Patrol Sections		315,585
53314	Maintenance Gang-Materials		742
53230	Shop Operations		43,865
53260	Bituminous Ops-Machinery		46,192
53266	Bituminous Ops-		47
	Production/Machinery Fund		4/
53270	Buildings & Grounds		150,310

WHEREAS, final funding of expenditures for engineer, other administration, maintenance projects and materials, shop operations, bituminous operations-machinery and productionmachinery fund, and buildings and grounds are able to be funded by functions under budget, as well as higher than anticipated revenues, and

WHEREAS, Rule 26 of the Wood County Board of Supervisors states than "an amendment to the budget is required any time the actual costs will exceed the budget at the function level," and

THEREFORE, BE IT RESOLVED, to amend the Wood County Highway budget for 2017 by appropriating unanticipated revenues of \$148,788 and functions under budget funds of \$423,002, and

BE IT FURTHER RESOLVED that pursuant to Wis. Stats. 65.90 (5), the County Clerk is directed to publish a Class I notice of this budget change within 10 days.

AL BREU (Chairman)

)



RESOLUTION#

ITEM#

DATE ·

December 19, 2017

Effective Date

December 19, 2017

Introduced by Page 1 of 2

Executive Committee

Committee

MAC

Motion:		Adopted:
1 st		Lost:
2 nd		Tabled:
No:	Yes:	Absent:
Number	of votes requi	red:
X	Majority	Two-thirds
Reviewed	1 by: _ PAK	Corp Counsel
Reviewed by: MFM		η , Finance Dir.

INTENT & SYNOPSIS:	To show additional elements of committed and
assigned governmental fund	balance projected as of December 31, 2017:

Total committed and assigned governmental fund FISCAL NOTE: balance as of December 31, 2017 is projected to be \$7,113,382 detailed as follows:

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

		Actual	Projected
Account	Account Name	12/31/16	12/31/17
General Fund	1		·
Committed			
51316	Victim Witness Task Force	5,289	5,714
51433	Labor Relations	42,941	66,141
51440	Elections	197,980	248,648
51451	Voice-Over IP	21,103	30,183
51711	Register of Deeds-Redaction	71,513	40,526
51931	Property & Liability Insurance	231,329	154,719
52131	Indian Law Enforcement	73,459	69,767
52712	Electronic Monitoring	284,635	261,421
52721	Jail Surcharge	269,687	166,324
52130	Police Radio	10,852	10,852
52601	Dispatch	147,580	-0-
52616	Building Numbering	7,535	8,985
54710	Veteran's Relief	5,598	2,337
54730	Veteran's Relief Donations	3,145	3,145
55660	UW Extension Projects	76,469	85,030
55661	Farm Technology Days	43,000	43,000
54122	Health Department WIC	4,239	7,736
54128	Health Grants	36,192	35,765
54130	Health Dental Sealants	73,362	52,117
56121	Land/Water Conservation	3,944	5,005
59210	Land/Water Conservation		į.
	Permits & Fees	8,607	1,226
56315	Census Redistricting	4,500	4,500
	Total Committed	1,622,959	1,303,141
Assigned			1
	Subsequent Year Budget	-0-	1,122,180
	Total General Fund	1,622,959	2,425,321
		·	

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ITEM#		 	 	
DATE				

Effective Date:

Introduced by Page 2 of 2

Executive Committee

Committee

	Actual	Projected 12/31/17
Account Name	12/31/16	12/31/17
Other Governmental Funds Assigned		
County Highways	1,931,779	3,085,724
Human Services Fund (before deferral of revenues)	445,826	433,982
ADRC	82,477	82,477
Parks and Forestry	703,544	690,069
Land Records and Private Sewage	163,457	153,568
Land Conservation	39,474	37,576
Transportation and Economic Development	83,257	83,272
Sheriff and corrections	121,393	121,393
Total Other Governmental	3,571,207	4,688,061
Total Governmental Funds Committed and Assigned	5,194,166	7,113,382

WHEREAS governmental financial reporting rules require governments to report governmental fund balances in their various components of liquidity, and

WHEREAS one component of fund balance is that portion that is constrained by limitations that the County imposes upon itself, and

WHEREAS these commitments and assignments involve the reserve of resources resulting from unexpended revenues or other appropriations intended for specific future expenditures, and

WHEREAS the reporting rules require that these limitations be imposed and approved at the County's highest level of decision making (i.e. County Board of Supervisors), and

WHEREAS each of the above elements of committed and assigned fund balance have been detailed in the 2017 and 2018 budgets as "carryover/nonlapsing" balances, and

THEREFORE BE IT RESOLVED that the above functions have their balances shown as "committed and assigned" for the financial statements dated December 31, 2017.

Motion:		Adopted:
1 st		Lost:
2 nd		Tabled:
No: Yes:		Absent:
Number	of votes requi	red:
X	Majority	Two-thirds
Reviewed by:		, Corp Counsel
Reviewed by:		, Finance Dir.

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Hendler, P			
6	Breu, A			
7	Ashbeck, R			
8	Miner, T			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B	-		

INTENT & SYNOPSIS: To formally adopt the "Social Media Policy".

FISCAL NOTE: None

WHEREAS, the County recognizes the value in using social media to broaden communication between government services and facilitate greater citizen engagement; and

WHEREAS, several County departments use social media to communicate to the public; and

WHEREAS, the purpose of the County's Social Media Policy is to set forth the County's goals, policies and procedures relating the County's presence on social media sites and to regulate employees who are responsible for maintaining the County's presence on social media websites; and

WHEREAS, the official use of social media must comply with all applicable federal, states and county laws, ordinances and policies, including laws regarding records retention and Wisconsin Open Records law,

NOW THEREFORE BE IT RESOLVED, to approve the attached "Social Media Policy".



WOOD COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES

Policy #		Approval Date:	
Policy Title	SOCIAL MEDIA	Effective Date:	
		Revision Date(s): None	

Wood County recognizes that emerging online collaboration platforms are fundamentally changing the way citizens, government entities, and businesses interact with each other. The County has determined that online discourse through social computing will further enhance delivery of County services and foster positive public perception and a sense of community.

I. Purpose and Scope

This policy is intended to provide a framework for use of social media when authorized by the County as part of an employee's job duties.

Social media is considered any interaction among people in which they may create, share, and exchange information and ideas in virtual communities and networks. Any platform that is used to build social networks or social relations for the sharing of information of common interest is considered a social media site. The forms of social media or technology referred to in this policy include, but are not limited to Facebook, LinkedIn, MySpace, Twitter, Yammer, YouTube, video and wiki postings, chat rooms, comment sections of newspapers/publications, personal blogs and other similar forms of online journals, diaries and personal newsletters.

County-owned technology resources are the property of the County, as is all data created, entered, received, stored, or transmitted via County-owned equipment. All use of social media or similar technology is subject to all County policies, including but not limited to the information technology use and security policy, as well as existing internet, email, and harassment policies.

II. Changes to This Policy

Wood County may, from time to time, modify this Social Media Policy to reflect legal, technological and other developments. A current copy of this document can be found on the employee Intranet at https://www.co.wood.wi.us/Employee, or upon request from the IT department.

III. Wood County Social Media Site Guidelines

All County social media sites must be sponsored by a department. The department must include a link to this site from their departmental home page and the County's official social media directory, on the County's official website.

It is the responsibility of the department head of the sponsoring department, or designee, to maintain compliance with this policy and all other applicable policies and laws in the management of their social media site(s).

This section does not apply to websites or other online services over which the County has direct administrative control. Also excluded from this section are websites or other online services which are controlled by organizations affiliated with one or more county departments, related to the department's mission. Examples of these exceptions include the official Wood County website, community initiative websites that partner with County departments, and intergovernmental websites. Social media sites, which are managed by County employee(s), but are branded under an affiliated organization and fall under social media policies and standards of that organization, are also excluded from this section.

The sponsoring department is responsible for the following:

- 1) All management of the authorized social media site(s)
- 2) The accuracy, quality, and timeliness of all content on an authorized social media site
- 3) Reliability and dependability of a social media site, meaning once a social media site is created, it must be regularly updated and maintained
- 4) The authorization of the appropriate staff to maintain a site
- 5) Any costs accrued with the social media site, this includes but is not limited to:
 - a) Site fees
 - b) Site promotion
 - c) Social media data archiving
 - d) Any fees that may be incurred while adhering to open records laws

When creating a County social media site, page, etc., all departments and employees should adhere to the following Guidelines:

- 1) Appropriate use: All communications carried out on County equipment or County sponsored electronic media must adhere to the appropriate use guidelines set forth in the Computer Usage policy and in this policy.
- 2) Encourage one-way communication when possible.
- 3) Comment Policy: Any County authorized social media site which allows comments to be posted must display the following comment policy:

The purpose of this site is to present matters of public interest in the County of Wood, including information regarding its many residents, businesses and visitors. We encourage you to submit comments, but be advised this is not an open public forum. Once posted, the County reserves the right, but assumes no obligation, to delete any comment for any reason, including but not limited to, submissions that are illegal, obscene, defamatory, threatening, invade privacy, or which are considered to be offensive to anyone or may infringe upon the intellectual property or copyrights of others. Also comments which include spam or links to other sites, are clearly off topic, advocate illegal or illicit activity, promote particular products, services or vendors, or advocate for a particular political party, candidate or point of view, may be deleted at the County's discretion. The County reserves the right to block any user that violates these terms. The County does not necessarily review all posted comments on a regular basis. No user shall

rely upon this site to communicate to the County or to any other person, information regarding any immediate threat to safety, health, or property. A person wishing to report an immediate threat to health, safety or property or needing other emergency assistance should call 911. All users of this site are hereby notified that any information, comments, messages or other data posted to or through this site may be subject to applicable records disclosure laws, and should not be considered private or confidential. Comments expressed on this site do not necessarily reflect the opinions of Wood County or its employees. The County takes no responsibility nor assumes any liability for any content posted on this site. Please contact the site administrator for assistance with a comment you believe violates the above policy.

- 4) Departments are required to enforce this policy and verify that all posts do not contain any of the following:
 - a) Spam
 - b) Off topic posts
 - c) Promotion of illegal activity
 - d) Copyrighted or licensed material
 - e) Promotion of political candidates
 - f) Promotion of products, organizations, or services that are not in line with the department mission
 - g) Personal attacks
 - h) Personal protected information
 - i) Violent, obscene, or discriminatory comments
 - j) Repetitive posts
- 5) Administrative Structure: any County authorized social media site will require the following:
 - Social Media Coordinator: this person will operate under the direction of the Information Technology director and is responsible for maintaining documentation on all social media sites and assigned managers. This person will also assist the assigned managers in making sure their social media sites are in compliance with this policy.
 - Backup Social Media Coordinator: this person will serve as backup to the Social Media Coordinator during their absence.
 - Assigned Manager: this person will be responsible to see to it that the use of the social media site adheres to this policy and all related County policies. The name of the proposed Assigned Manager must be filed with the Social Media Coordinator along with a request for an authorized social media site.
 - **Backup Manager:** to prevent issues related to site administration during the absence of the Assigned Manager, all authorized sites must have a named backup manager also to be filed as part of the request for an authorized site. It is the responsibility of the sponsoring department manager to update this information should the authorized personnel change.
 - Approved content authors: sponsoring departments must authorize all employee content authors for their departmental social media site.
- 6) Notification to Coordinator: The County Social Media Coordinator is to be made aware of any and all Department sponsored social media sites, to include the following information:
 - a) Site Address

- b) Purpose of Site
- c) Manager and Backup Manager of site
- d) Type of communication, one-way, two-way moderated, open two-way (not recommended)
- 7) Required elements of a County authorized social media page: Technology permitting, all county sanctioned social media sites shall contain the following information in a prominent place on the site:
 - a) County Department clearly identified
 - b) County logo in logo area and profile picture
 - c) Comment policy
 - d) Stated purpose of page
 - e) Notification that violations of comment policy may result in blocking user
 - f) Disclaimer(s) See Sections IV 7) below and III 3) above, if applicable.
 - g) Official contact for page
 - h) Page design uses styling consistent with the County's brand.
- 8) Prohibited content: The following types of content are prohibited on County sponsored social media sites:
 - a) Political endorsements, campaign ads or links to any such content
 - b) Content not related to the stated purpose of the particular social media site

IV. Guidelines for Official Employee Use of Social Media Sites

- 1) Employees may only establish official sites, blogs, pages, or accounts in their official capacity as County staff on a social media site with the authorization of their Department Head. Notification of all new official Social Media sites must be provided to the Social Media Coordinator. All County authorized social media sites are to be sponsored by a County agency or department and the content of such site will become the responsibility of the department and its management.
- 2) Permission to author official content on social media sites will only be granted to those employees who are authorized to speak on behalf of the County via these electronic communications media. Employees so authorized shall be referred to as designated social media representatives and such designation shall be made by the employee's Department Head with notice to the Wood County Social Media Coordinator.
- 3) Employees are expected to recognize the confidentiality of certain County information, and the privacy rights of employees and residents, and are prohibited from disclosing confidential, personal employee and non-employee information and any other proprietary and/or nonpublic information to which employees have access. Questions regarding whether information has been released publicly or doubts regarding the propriety of any release shall be directed to the employee's supervisor before releasing the information.
- 4) When communicating electronically, employees are expected to speak respectfully about the County and County-related matters, to limit communications to items in which the employee is authorized to speak and to identify themselves and their role with the County.

- 5) Employees are expected to follow all applicable laws when using on-line communications, including laws pertaining to copyright, fair use, defamation, privacy, ethics code, and financial disclosure laws. Note that the violation of any such applicable law, or county policy, including publication or posting of unfounded or derogatory statements, or misrepresentation can result in disciplinary action up to and including termination, as well as other legal consequences. Employees must also adhere to the Code of Ethics and other Department specific policies, if applicable.
- 6) Employees may not publish content to any website or social media application that is unrelated to subjects associated with their position with the County. When writing about County matters try to add value and provide worthwhile information and perspective.
- 7) All official Wood County Social Media Sites must have the disclaimer in Section III 3) above and official Blog posts made will include the following disclaimer: "The information on this site is provided as a courtesy for informational purposes only, and may not be applicable to a particular person's situation. All information is subject to change and the accuracy thereof is not guaranteed. No legal, medical or technical advice is intended or provided to users of this site."
- 8) Honor the privacy rights of our employees by seeking their permission and the permission of their Department Head before writing about or displaying internal happenings that involve the employee.
- 9) Employees should not cite or reference County contractors or suppliers without their approval. Care should be taken to not promote one contractor over another or provide preferential treatment of any kind.
- 10) Authorized County social media sites shall not be used to endorse political candidates or organizations
- 11) Be aware of your association with the County and that at all times you serve as an ambassador of the County to the public.
- 12) Posts should not be edited after the fact. When making changes to previous posts, indicate that you have done so.

V. Legal Implications of County Use of Social Media

- 1) Copyrights of video footage and photos uploaded by County representatives. Risks can be mitigated by following these standard operating procedures:
 - a) County source materials. Use only photos and videos produced by the County or contractors working directly on behalf of the County
 - b) Obtain written copyrights. If copyrighted materials are used, be sure to get and maintain physical records of copyright licenses and honor any branding or labeling requirements specified in the copyright license.

- 2) Privacy rights of individuals who become friends, fans or followers of County sites. Social media users will follow these guidelines:
 - a) Account. County representatives who set up accounts will use a general office e-mail account, department name and general office phone number if possible.
 - b) Restrict to Find People and Follow People. County representatives should not follow private citizen or commercial profiles from within their County social networking profile. While we cannot necessarily stop all people from being Friends, Fans or Following us, we should not click onto the profiles of our Friends, Fans and Followers.
 - c) Comments and Discussions. When possible, disallow comments and discussions on social profiles. If it is not possible to disable this function, representatives must refrain from participating in dialogue and online discussions with social profile visitors.
- 3) All content should be in keeping with Web Content Accessibility Guidelines (WCAG).
- 4) Open Records requirements are mandated by the State of Wisconsin.
 - a) County Social media authors will use existing material from existing County web pages or previously published documents whenever feasible.
 - b) If the nature of the social media platform does not allow record retention, the platform is not allowed.
- 5) All content must adhere to the CAN-SPAM Act of 2003.

VI. Employer Monitoring

Employees have no expectation of privacy while using the County's technology resources for any purpose, including authorized social media. The County monitors all such use and may withdraw content deemed to be inappropriate, outside the scope of an employee's authority, or in violation of County policy as determined by the Department Director and/or the Human Resources Director.

VII. Reporting Violations

The County requests and strongly urges employees to report any violations or possible or perceived violations of this policy to their immediate supervisor.

VIII. Discipline for Violations

The County will investigate and respond to all reports of violations of this policy. Violations may result in disciplinary action up to and including termination.

IX. Acknowledgement

Department Heads, Site Managers and Backup Managers shall file with the Social Media Coordinator a written acknowledgement that they have that they received, read, understood and agreed to comply with the County's social media policy and guidelines. Any questions regarding this policy should be directed to the Social Media Coordinator.

RESOLUTION#

ITEM# <u>1-</u> <u>3</u>

DATE

December 19, 2017

Effective Date

December 19, 2017

LAD

Introduced by Page 1 of 1

Executive Committee

Adopted: Motion: 1st Lost: 2^{nd} Tabled: Yes: Absent: No: Number of votes required: X Majority Two-thirds Reviewed by: PAK Corp Counsel Reviewed by: MM Finance Dir.

		NO	YES	A
1	LaFontaine, D			
	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

INTENT & SYNOPSIS: To join with the City of Marshfield in approving a contract authorizing the placement of a communications tower on the UW Marshfield-Wood County campus by a private entity with the revenues generated going to the UW Marshfield-Wood County Commission.

FISCAL NOTE: The City of Marshfield and Wood County jointly own the UW Marshfield-Wood County campus in Marshfield and fund the maintenance of the property via a Commission (the Commission); the revenues generated through the communications tower would go to the Commission and thereby reduce the dependency of the Commission on funding by the county and city.

WHEREAS, PI Tower Development, LLC (PI Tower) is seeking to construct a communications tower on the UW Marshfield-Wood County campus in Marshfield for the purpose of having an antenna placed on the tower for its client Verizon, with the possibility of there being additional antennas placed on the tower in the future, and

WHEREAS, PI Tower has retained the services of Begley Wireless Consulting Services, LLC (Begley) out of Gordon, WI, to work with the Commission in siting the communications tower on the UW property, just off the north end of the parking lot on West 5th Street, and

WHEREAS, the Commission has been working with Begley for over a year in identifying an appropriate location for the communications tower

and in negotiating the terms of the attached Ground Lease Agreement, and

WHEREAS, the UW Board of Regents has consented to the location of a communication tower on this campus by releasing the approximate one acre parcel from a lease the Commission has with the UW System, and

WHEREAS, there is reportedly a need for local residents as well as staff and students at the campus to have improved cell phone service, and

WHEREAS, the location of the communications tower on the northern edge of the campus, just to the south of the Mid-State campus, will not impede the ability of the Commission to fully utilize the property for the educational needs of the students, which is the mission of the Commission.

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES to direct the County Clerk and County Board Chairman to execute originals of the attached Ground Lease Agreement with the revenues generated thereby going to the UW Marshfield-Wood County Commission.

Site Name: WI-Marshfield-Marshfield Alder

Site Number: PIWI031

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is made this _____ day of _____, 201__ (the "Commencement Date"), by and between THE CITY OF MARSHFIELD and WOOD COUNTY, each a municipal corporation ("Lessor"), and PI TOWER DEVELOPMENT LLC, a Delaware limited liability company ("Lessee").

- Leased Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor 1. under the terms and conditions set forth in this Lease [a portion of] that certain parcel of real property, located at 2000 W. 5th Street, Marshfield, WI 54495 ("Site"), as more particularly described on Exhibit "A" and the survey or site plan shown on Exhibit "A-1" attached hereto and made a part hereof ("Leased Premises"), together with an easement, or easements, for ingress, egress, utilities, and any other easements required by the local governing authorities, including, without limitation, a landscape buffer, for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto and made a part hereof ("Easement(s)"). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein. Lessor agrees and acknowledges that Lessee may, at Lessee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement(s), and that the legal description of the Leased Premises and the Easement(s), as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement(s). Lessor represents and warrants that Lessor has good and marketable title to the Leased Premises and the Easement(s) free and clear of all liens and encumbrances, other than those liens and encumbrances shown on Exhibit "C" attached hereto and made a part hereof. Lessor further represents and warrants that there are no easements, licenses, rights of use or other encumbrances on the Leased Premises or the Easement(s) which will interfere with or constructively prohibit Lessee's Intended Use (as herein defined) of the Leased Premises.
- Lessor's Representations and Warranties. Lessor represents and warrants to the best of Lessor's knowledge that Lessee's intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities ("Intended Use") is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that (i) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party, (ii) there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under the state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Leased Premises and the Easement(s), (iii) the Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease, and (iv) Lessor shall not grant an option or enter any contract which will affect the Leased Premises or the Easement(s) until this Lease expires or is terminated be Lessee.

3. <u>Lessee's Due Diligence Period.</u>

(a) Within twenty (20) business days following the Commencement Date, Lessee shall pay to Lessor the amount of **Five Thousand and 00/100 Dollars (\$5,000.00)** (the "Due Diligence Fee"), which Due Diligence Fee (or Additional Due Diligence Fee as set forth below) shall be nonrefundable to Lessee. Provided that construction of the Tower Facilities (as hereinafter defined) has not commenced, it is understood that Lessee shall have the right to terminate this Lease for any reason or no reason at all,

without any further liability or obligation to Lessor except those obligations which specifically survive the expiration or termination of this Lease, by delivery of written notice of termination to Lessor prior to the Rent Commencement Date. The Due Diligence Period shall be a period of two (2) years from the Commencement Date ("Initial Due Diligence Period"). Lessee may extend the Initial Due Diligence Period for an additional two (2) years upon expiration of the Initial Due Diligence Period provided Lessee shall pay Lessor an additional Due Diligence Fee of Five Thousand and 00/100 Dollars (\$5,000.00) prior to the end of the Initial Due Diligence Period ("Additional Due Diligence Fee").

- (b) Lessee shall have the right, at its cost and expense, to have the Leased Premises and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice prior to the Rent Commencement Date. Lessor shall remove any survey or title defects, which will adversely affect Lessee's leasehold title or its ability to mortgage its leasehold interest. In the event Lessor shall fail to cure any such defects. Lessee shall have the right to terminate this Lease upon written notice to Lessor.
- (c) In the event of a termination of the Lease pursuant to subparagraph 3(a) or 3(b) above or Paragraph 8 below, within thirty (30) days of such termination Lessee will file a release or other appropriate instrument with the local recording office to remove the Memorandum of Lease from the title record. If said removal is not performed by Lessee within such thirty (30) day period, Lessee appoints Lessor, as Lessee's agent and at Lessee's cost and expense, to file the necessary release or other instrument to cause the Memorandum of Lease to be released from title.
- 4. Attorney-In-Fact and Cooperation. Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file such applications on behalf of Lessor with federal, state and local governmental authorities which relate to Lessee's Intended Use of the Leased Premises, including, but not limited to, land use and zoning applications. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Leased Premises (the "Governmental Approval").
- 5. <u>Use</u>. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Term (as herein defined) of this Lease.
- 6. <u>Initial Term</u>. The initial term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date ("Initial Term"). The parties agree that a memorandum of lease in the form attached hereto as Exhibit "D", evidencing the Commencement Date and other matters, shall be executed and recorded.
- 7. Renewal Terms. Lessee shall have the right to extend the Initial Term of this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The Initial Term and each Renewal Term shall collectively be referred to herein as the "Term".
- 8. Rent. Commencing on the Rent Commencement Date, during the Term of this Lease, Lessee shall pay to Lessor an annual rental amount of Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00), to be paid in equal monthly installments of One Thousand Two Hundred and

00/100 Dollars (\$1,200.00) ("Rent"), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by written notice to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Rent Commencement Date or the date of termination (the "Termination Date") of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination of this Lease for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period shall be refunded to Lessee. The "Rent Commencement Date" shall mean the date the Lessee commences construction of the Tower Facilities; provided, however, in the event that Lessee has not commenced construction of the Tower Facilities within four (4) years following the Commencement Date, this Lease shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Lease. The Rent shall increase by five percent (5%) upon the fifth (5th) anniversary of the Rent Commencement Date and every fifth (5th) year thereafter.

- **9.** Conditions Subsequent. In the event that Lessee's Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee's opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor.
- 10. Interference. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way, in the future, which interferes either with the pre-existing signal and communications of the communication systems on the Tower Facilities or physically interferes with the pre-existing wireless communications operation of Lessee. Any such signal/communication or physical interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference at its sole cost and expense. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

11. <u>Improvements</u>; <u>Utilities</u>, <u>Access and Other Easements</u>.

Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain (a) on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinet and/or shelters, and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and upon termination of this Lease. All or any portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any time during the Term. Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property placed thereon by or through Lessee and restore the Leased Premises to their original condition, reasonable wear and tear and casualty damage excepted. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs, above and or within the Leased Premises and Easements which may interfere with or fall upon Lessee's tower or Lessee's other improvements, communications equipment, or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities.

- (b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement(s) to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.
- (c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement(s) shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee and its sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. Lessor acknowledges and agrees that any new private access drive constructed by Lessee will be used exclusively by Lessee and its sublessees, sublicensees and assigns. Any use thereof by Lessor, its tenants, licensees, or lessees or other occupants on the Site shall be subject to Lessee's prior written consent to use such private access drive. Any attempted use thereof by Lessor, its tenants, licensees or lessees or other occupants of the Site without Lessee's prior written consent shall be considered a material breach of this Lease. To the extent such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement(s) in a free and open condition so that no interference is caused by Lessor or by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement(s). Lessor shall provide such access to the Leased Premises across Lessor's adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.
- (d) If governmental authorities require a landscape buffer easement or any other type of easement to grant approval for the construction of the Tower Facilities ("Additional Easement(s)"), and if such Additional Easements cannot be located within the Leased Premises or the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of such Additional Easement(s) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute a separate written easement for such Additional Easement(s) in a form which may be filed of record evidencing this right.
- **12.** <u>Termination</u>. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:
- (a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;
 - (b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to

obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business; or

- (c) By Lessee for any reason upon one (1) year's advance written notice from Lessee to Lessor; or
 - (d) By Lessee pursuant to Paragraph 3 of this Lease.
- 13. <u>Sublessee's Improvements</u>. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee or sublessee were the Lessee under this Lease.
- Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee's use of the Leased Premises (the "Telecom Increase") within thirty (30) days of receipt of Lessor's written request provided that Lessor agrees to furnish proof of the Telecom Increase to Lessee within ninety (90) days from the issuance of the tax bill from the local taxing authority. If the Lessor fails to provide Lessee with such proof of the Telecom Increase within ninety (90) days of the issuance of the tax bill from the local taxing authority, then Lessee shall have no obligation to reimburse Lessor for, or to pay such Telecom Increase. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement(s), Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent. Lessot bereby represents and warrants that Lessor's property on which the Leased Premises and Easement(s) are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant", agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor's property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easement(s) are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor does hereby covenant and agree to indemnify, defend and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.
- damaged, so as to hinder the effective use of the Tower Facilities in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee. Lessee shall continue to pay Rent to Lessor until Lessee has removed the Tower Facilities from the Site.
- Easement(s), or a portion sufficient in Lessee's determination to render the Leased Premises or the Easement(s), in the opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easement(s), this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a purchaser with the power of eminent domain, in the face of

the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

- 17. <u>Insurance</u>. Lessee shall purchase and maintain in full force and effect throughout the Term, public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of \$1,000,000 and shall name Lessor as an additional insured.
- Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term 18. "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including, without limitation, reasonable attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises to the extent caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.
- Lessor's Environmental Representation and Indemnity. Lessor represents and 19. warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses, including, without limitation, penalties and reasonable attorneys' fees, incurred or suffered by or asserted against Lessee, to the extent arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present noncompliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive the expiration or earlier termination of this Lease.
- 20. <u>Mutual Indemnification</u>. Lessor shall indemnify and hold harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessor, or Lessor's officers, agents, servants, employees, contractors, or sublessees. Further, Lessor shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessee or in which Lessee may be impleaded with

others upon any such matter, claim or claims, except as may result from the acts described in the following paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessee, or Lessee's officers, agents, servants, employees, contractors, or sublessees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

21. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the applicable party at its address shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

As to Lessor:

The City of Marshfield - City Clerk

630 S. Central Ave

Marshfield, WI 54449

Phone: 715-486-2023

E-mail address: Deb.Hall@ci.marshfield.wi.us

Federal ID / SS No.: 396-005518

As to Lesson:

Wood County - County Clerk

400 market St.

Wisconsin, Rapids, WI 54494

Phone: 715-421-8460

E-mail address: ccepress@co.wood.wi.us

Federal ID / SS No.: 39-6005763

As to Lessee:

PI Tower Development LLC, c/o Lendlease

909 Lake Carolyn Parkway

Suite 260

Irving, TX 75039

Attention: Contracts Administrator

With a copy to:

Lendlease Americas, Inc.

200 Park Avenue

9th Floor

New York, New York 10166 Attention: General Counsel

- 22. <u>Title and Quiet Enjoyment</u>. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement(s); and (iii) the Leased Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the Term of the Lease. Lessor shall indemnify, defend and hold harmless Lessee from and against any loss, cost, expense or damage, including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.
- 23. Subordination and Non-Disturbance. This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easement(s) in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easement(s) are encumbered by a Mortgage on the Commencement Date, Lessor, no later than ten (10) days after the Commencement Date, shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

24. Assignments and Subleases.

Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee's leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as "Secured Parties"). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by any Secured Party. Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee, and to give to the Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice; provided, however, that for non-monetary defaults, Lessor shall not terminate the Lease for so long as a Secured Party is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Leased Premises and Easement(s), then Lessor agrees to give Secured Party a reasonable time to obtain possession of the Leased Premises and Easement(s) and to cure such default. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 12, herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give each Secured Party the right to enter upon the Leased Premises during a thirty (30) day period commencing upon such Secured Party's receipt of such notice for the purpose of removing any Tower Facilities. In addition, if this Lease is terminated for any reason, or otherwise rejected in bankruptcy, Lessor shall, upon request, enter into a new lease with a Secured Party on the same terms as those contained in this Lease provided such Secured Party pays all past due amounts within thirty (30) days of notice of such termination. Lessor waives any lien, interest, claim, right or title in the Tower Facilities which Lessor now has or may hereafter acquire, whether by statute, agreement or otherwise, and agrees that the Tower Facilities shall remain personal property and shall not constitute fixtures, notwithstanding any attachment to real property or any other applicable law or doctrine relating to fixtures. A Secured Party shall have all of the rights of Lessee under the Lease, including, but not limited to, the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

- (b) Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:
 - i. any conditional assignment of this Lease to a Secured Party as described in subparagraph (a) above;
 - ii. any license or sublease of a portion of the Tower Facilities in the ordinary course of Lessee's business;
 - iii. an assignment or sublease to an affiliate entity of Lessee; or
 - iv. an assignment to an entity in the business of developing or owning telecommunication towers, provided that any such assignee shall have a net worth equal to or greater than Lessee's.

Any license, sublease or assignment by Lessee of its rights under this Lease which is not set forth in (i) – (iv) above shall require the consent of the Lessor, which shall not be unreasonably withheld, delayed and/or conditioned. Any license, sublease or assignment pursuant to this subparagraph (b) shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

Lessor shall have the right to assign or otherwise transfer this Lease and the Easement(s) granted herein, upon written notice to Lessee, but only in connection with the simultaneous sale or transfer Lessor's entire right, title and interest in the Site. Any assignment or transfer of this Lease which is separate and distinct from a transfer of Lessor's entire right, title and interest in the Site shall require the prior written consent of Lessee which shall not be unreasonably withheld.

- 25. <u>Successors and Assigns</u>. This Lease shall run with the Leased Premises described on **Exhibit "A"** and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.
- 26. <u>Waiver of Lessor's Lien</u>. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.
- Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee.
- 28. <u>Lessee's Exclusivity</u>. Lessor agrees not to lease any of Lessor's property within a radius of five (5) miles from the Leased Premises for construction of a tower, for the construction or for use as a

communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

- 29. Right of First Refusal. In the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party. The notice to Lessee shall include a copy of the third party's offer. If the third party offer is to purchase assets in addition to the Leased Premises, the right of first refusal hereunder shall apply only to the Leased Premises and the Lessor shall provide to Lessee the only the terms of the third party's offer which are applicable thereto. Lessee shall have twenty (20) business days from the receipt from the Lessor's notice to accept the offer to purchase the Leased Premises. If Lessee desires to accept the offer, it shall notify the Lessor in writing within the said twenty (20) business day period and closing thereon shall occur within ninety (90) days of the date of Lessee's written acceptance of the offer. Transfer of title shall be by Special Warranty Deed and a Bill of Sale that warrants title to the Leased Premises without exception or encumbrance. If Lessee does not elect to accept the offer to purchase the Leased Premises, then the Lessor may proceed with selling the Leased Premises to the third party upon the same terms and conditions as offered to Lessee, which sale shall be made subject to the terms of this Lease. Should the third party not complete the purchase transaction, then this Right of First Refusal shall continue in effect for any future offers received by the Lessor.
- 30. Certifications. Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the Term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

31. Self Help. Intentionally omitted.

Restrictive Covenants. Lessor acknowledges and agrees that this Lease and the rights 32. granted herein to Lessee are integral to the Rent paid by Lessee to Lessor, and that Lessee would not have agreed to pay such monetary consideration to Lessor if Lessor were to create circumstances that would compete with the rights of Lessee and its intended business operations. Accordingly, Lessor agrees that, for so long as this Lease is in effect, Lessor shall not enter into a lease, license, or other agreement whereby Lessor (i) transfers its' beneficial rights in this Lease to a third party without such third party purchasing Lessor's right, title and interest in the entire Site, (ii) transfers the rights to use or operate any portion of the Site to a third party for the operation of wireless telecommunications equipment, except, Lessor may grant the Easements contemplated herein or other easements for customary utilities, or (iii) authorizes the construction of any wireless telecommunications towers or structures on the Site for the use by unaffiliated third parties to operate such wireless telecommunications towers or structures for profit. Any actions of Lessor as set forth in (i), (ii) or (iii) shall be considered a material breach of this Lease. In case of a breach by Lessor of the covenants contained in this Section 32, Lessee will be irreparably damaged and shall be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief to enforce Lessor's obligations herein.

Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be

entitled to its reasonable attorney's fees and court costs, including appeals and post-judgment proceedings, if any.

- (b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
- (c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor and Lessee; provided, however, that this Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on a Secured Party's interest therein, or surrendered, terminated or cancelled by Lessee, without the prior written consent of such Secured Party.
- (d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.
- (e) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.
- (f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (g) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Leased Premises and the Easement(s), and to take such action as Lessee may reasonably require to effect the intent of this Lease.
- (h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Lease shall be deemed an original.

(SIGNATURE PAGES FOLLOWING)

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

	<u>LESSOR</u> :
	THE CITY OF MARSHFIELD, a municipal corporation
WITNESS:	a municipal corporation
	Ву:
·	Name:
Print Name	Title:
	Date:
Print Name	
	WOOD COUNTY, a Municipal corporation
	$\mathbf{B}\mathbf{y}$
	Name:
Print Name	Title:
	Date:
Print Name	
	LESSEE: PI TOWER DEVELOPMENT LLC, a Delaware limited liability company
WITNESS:	
	Ву:
Print Name	Print Name:
	Title:
Print Name	Date:
1 1111t 3 Aquile	

EXHIBIT "A"

Description of Real Property (Leased Premises)

A 50' by 90' parcel of land for the tower compound being located around the base of the tower, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this **Exhibit "A"**.

Tax Parcel I.D. # of parent tract:

3305037

Physical Address of parent tract:

2000 W. 5th Street Marshfield, WI 54495

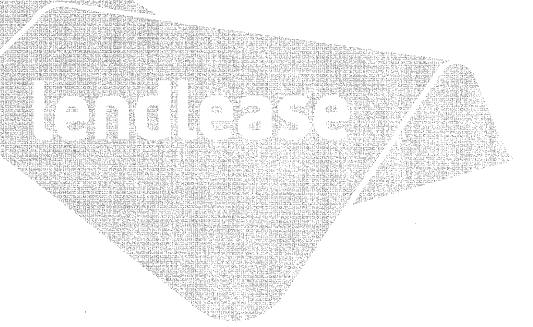


EXHIBIT "A-1"

Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this Exhibit "A-1".

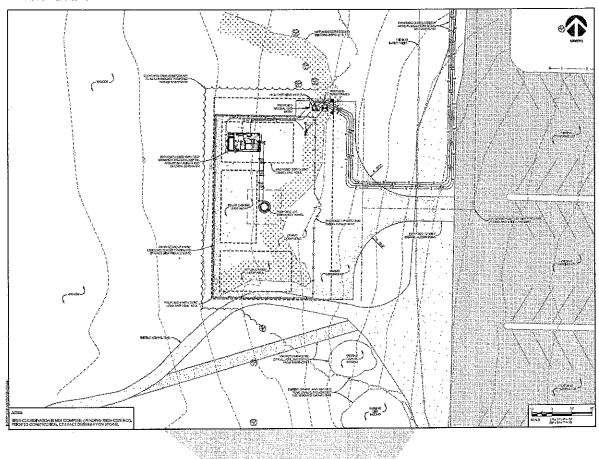


EXHIBIT "B"

Easement(s)

- (i) An easement from the Leased Premises to an open and improved public road in a minimum width of either 25 feet or the minimum width necessary to comply with any applicable governmental requirements, whichever is greater, to allow for ingress to and egress from the Leased Premises by vehicle;
- (ii) An easement as may be required to provide utilities to the Leased Premises from the utility providers' preferred connection point;
- (iii) if required by governmental authorities, an easement for a "Fall Zone" centered on the location of the Lessee's tower and extending outward in a circle for the number of feet as may be required by local zoning authorities (typically equal to the height of the Lessee's tower but could be more); and
- (iv) if required by governmental authorities, an easement for a landscape buffer zone or any such additional easement(s) as may be required by local zoning authorities,

each to be determined by survey, and upon completion of survey, shall replace this Exhibit "B".

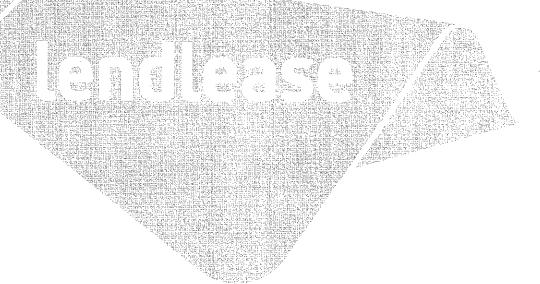


EXHIBIT "C"

Liens and Encumbrances

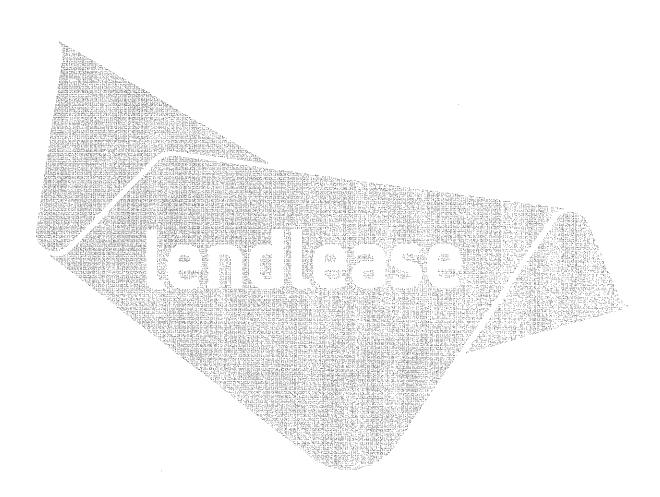
AND SECTION OF THE SE	
	Cont
	<i>*</i>

If No Mortgage(s), check here:

EXHIBIT "D"

MEMORANDUM OF GROUND LEASE AGREEMENT

See Attached



Upon recording return to: PI Tower Development LLC 909 Lake Carolyn Parkway, Suite 260 Irving, Texas 75039 Attention: Corporate Contracts Manager

Site Name: WI-Marshfield-Marshfield Adler

Site Number: PIWI031

MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement is made on, 201, by and between THE CITY OF MARSHFIELD and WOOD COUNTY, each a municipal corporation as
- PARTITORIEO (FAIRE PARTITORIE P
Lessor, whose mailing address is and PI TOWER
DEVELOPMENT LLC , a Delaware limited liability company, as Lessee, whose address is 7411 Fullerton
Street Suite 110. Jacksonville, Florida 32256.
1. Lessor and Lessee are parties to a Ground Lease Agreement dated as of 201 (the "Lease"), the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease are located in Wood County, WI, as more fully described in the legal description attached hereto as Exhibit "A" ("Leased Premises").
2. Pursuant to the Lease, the Lessor has granted, and by these presents does grant, to the Lessee easements for ingress, egress, utilities, "and any other easements required by Lessee or governmental authorities for the duration of the Lease Agreement a more particularly described on Exhibit "A" hereto. The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein:
3. The Lease provides for an initial term of five (5) years (the "Initial Term") which commenced on . The Lease also provides for five (5) additional five (5) year renewal terms (each, a "Renewal Term"). The Lease shall automatically renew for each such Renewal Term unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the Initial Term, or the Renewal Term then in effect.
4. The Lease provides that during the term of the Lease neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of five (5) miles of the Leased Premises.

- 5. The Lease provides that during the term of the Lease, in the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party, and Lessee shall have twenty (20) business days in which to accept the offer.
- 6. The Lease provides that during the term of the Lease, Lessor shall not enter into a lease, license, or other agreement whereby Lessor (i) transfers its beneficial rights in this Lease to a third party without such third party purchasing Lessor's right, title and interest in the entire Site, (ii) transfers the rights to use or operate any portion of the Site to a third party for the operation of wireless telecommunications equipment,

or (iii) authorizes the construction of any wireless telecommunications towers or structures on the Site, for Lessor's own use, or for the use of any unaffiliated third parties.

7. All of the terms and conditions of the Lease are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

	LESSOR:
	THE CITY OF MARSHFIELD, a municipal corporation
Witness	EXHIBIT ONLY - DO NOT SIGN
	Print Name:
	Title:
Print Name:	
Print Name:	
STATE OF	
COUNTY OF	
I,	a Notary Public of the County and State aforesaid, , as of , a y came before me this day and acknowledged that (s)he executed the
certify thatpersonally	y came before me this day and acknowledged that (s)he executed the
foregoing instrument on behalf of	f said He/She is personally known to me or produced
WITNESS my hand and	I notarial seal, this day of, 201
Notary Public:	
Print Name:	{affix notary stamp/seal}
My Commission Expires:	

WOOD COUNTY, a municipal corporation

Witness:	EXHIBIT ONLY - DO NOT SIGN
•	Print Name:
	Title:
Print Name:	
D.:	
Print Name:	
STATE OF	
COUNTY OF	
certify that	a Notary Public of the County and State aforesaid, of , a
foregoing instrument on behalf of saidas identificati	e me this day and acknowledged that (s)he executed the He/She is personally known to me or produced ion.
WITNESS my hand and notarial seal,	thisday of
Notary Public:	
Print Name:	- Anna Maria (1985) - Anna Maria (1985) - Anna Maria (1985)
My Commission Expires:	

LESSEE:

	PI TOWER DEVELOPMENT LLC, a Delaware limited liability company
Witness:	a Delaware minicu naomity company
	EXHIBIT ONLY - DO NOT SIGN
Print Name:	Print Name:
	Title:
Print Name:	
STATE OF FLORIDA	
COUNTY OF	the undersigned Notary Public for said County and State, do
hereby certify that	, as of PI Tower lity company, personally appeared before me this day, and
Development LLC, a Delaware limited liabil acknowledged the due execution of the for personally known to me or produced	egoing instrument on behalf of said company. He/She is
WITNESS my hand and notarial seal,	this day of , 201
Notary Public:	
Print Name:	{affix notary stamp/seal}
My Commission Expires:	Mesong application。 ————————————————————————————————————

EXHIBIT "A"

LEASED PREMISES AND EASEMENTS

The 50' x 90' Leased Premises and Easement(s) are located in the land legally described as follows: The Southwest Quarter of the Northeast Quarter (SWX-NEX) of Section Twelve (12), Township Twenty Five (25) North, Range Two (2) East, Wood County, Wisconsin.

AND BEING the same property conveyed to The City of Marshfield and Wood County, each a municipal corporation from Raymond U. Herman and Germaine Herman, his wife, and in her own right, said Raymond U. Herman also being known as Raymond Herman by Warranty Deed dated October 21, 1963 and recorded October 22, 1963 in Deed Book 354, Page 251.

Tax Parcel No. 3305037



WOOD COUNTY

1 LaFontaine, D

2 Rozar, D

3 Feirer, M 4 Wagner, E 5 Fischer, A

6 Breu, A

Ashbeck, R 8 Kremer, B

Winch, W

Henkel, H

Curry, K

Machon, D

Hokamp, M

Polach, D

Pliml, L

Zurfluh, J

Hamilton, B

Leichtnam, B

Clendenning, B

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RESOLUTION#

NO YES

ITEM#

DATE

December 19, 2017

December 19, 2017 Effective Date

LAD

Page 1 of 1

Executive Committee Introduced by

Motion:	-	Adopted:
1 st		Lost:
2 nd		Tabled:
No:	Yes:	Absent:
Number	of votes require	ed:
X	Majority	Two-thirds
Reviewed	by: PAK	, Corp Counsel
Reviewed	by:	, Finance Dir.

INTENT & SYNOPSIS: To accept the offers to purchase the Peach Avenue and Adams Avenue group homes in Marshfield for \$260,000 each.

FISCAL NOTE: \$520,000 in revenues minus some sale costs, such as title insurance.

WHEREAS, the county built and operated several group homes in the Marshfield area 15 or so years ago and then tried to sell them in about 2009 without success, and leased them to Clarity Care, Inc., in 2009 and sold the personal property in them to Clarity Care at that time, and

WHEREAS, some discussion has been had as to selling the two group homes the county still owns and leases to Clarity Care and Clarity Care became aware of it and has presented to the county the two attached offers to purchase, which, if accepted, would result in the county selling the homes to Clarity Care by the end of the year for \$260,000 each, and

WHEREAS, the county had the two group homes appraised back in 2009; the Adams Avenue home was valued at \$255,000 and the Peach Avenue home was valued at \$250,000, and

WHEREAS, the Executive Committee has reviewed the offers to purchase and feels that it is appropriate to sell the group homes at this time, that the offers made by Clarity Care are very fair and the continued use of the facilities by Clarity Care is the highest and best use that could be made for the

homes, and thinks it is in the county's best interest to accept the offers as opposed to having the properties reappraised and then listed for sale on the market.

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES to accept the attached offers to purchase the Peach Avenue and Adams Avenue (613 W. 11th Ave.) group homes in Marshfield and directs the Maintenance Supervisor, County Clerk, and Corporation Counsel to take the necessary actions to close the transaction in a timely manner.

WB-11 RESIDENTIAL OFFER TO PURCHASE

1	LICENSEE DRAFTING-THIS OFFER ON December 5, 2017 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3	GENERAL PROVISIONS The Buyer, Clarity Care, Inc.
4	, offers to purchase the Property known as [Street Address] 2401 S. Peach Avenue
5	in the City
6	of Marshfield , County of Wood Wisconsin (insert additional
7	description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
8	■ PURCHASE PRICE: Two Hundred Sixty Thousand
9	
10	EARNEST MONEY of \$ 1,000.00 accompanies this Offer and earnest money of \$
11	will be mailed, or commercially or personally delivered within5 days of acceptance to listing broker or
12	the Title Company of Seller's choosing.
13	THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14	■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15	the date of this Offer not excluded at lines 17-18, and the following additional items: None.
16	
17	MOTINGLUDED IN PURCHASE PRICE: Seller's Personal Property.
18	
19	CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20	and will continue to be owned by the lessor.
21	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22	included/excluded.
23	Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24	copies of the Offer.
	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26	running from acceptance provide adequate time for both binding acceptance and performance.
27	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28	or before December 8, 2017 December 15 2 Seller may keep the Property on the
29	or before December 8, 2017 December 15, 3 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
30	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
31	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33	OR ARE LEFT BLANK.
34	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
35	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
36	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37	named at line 38 or 39.
	Seller's recipient for delivery (optional):
	Buyer's recipient for delivery (optional): Barb Salemi, Chief Executive Officer
40	[xxx] (2) Fax: fax transmission of the document or written notice to the following telephone number:
	No. 10 Miles No. 1
42	Seller: () Buyer: (920) 236-6570 N/A (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
43	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
14	delivery to the Party's delivery address at line 47 or 48.
	[XXX] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
16	or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
	Delivery address for Seller: 1600 N. Chestnut Avenue, Marshfield, Wisconsin 54449
	Delivery address for Buyer: 424 Washington Avenue, Oshkosh, Wisconsin 54901
	[XXX] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
	53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51	personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
	to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
	E-Mail address for Seller (optional):
	E-Mail address for Buyer (optional): Barb. Salemi@claritycare.org
55	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
	ison Legal Group LLC, 146 Algorina Blvd., Suite A Oshkosh, WT \$4901 Phone: (920)573-7139 Fax: Clarity Care, Inc
	attan Olson Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48025 www.zipLogix.com

- 57 OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
- Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
- 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
- 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 DEFINITIONS

- 62 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or 63 written notice physically in the Party's possession, regardless of the method of delivery.
- 64 CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:
- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
- 70 d. Defects in the heating and air conditioning system (including the air fifters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 L. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.
- 88 p. Presence of asbestos or asbestos containing materials on the Property.
- Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 on neighboring properties
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.
- 115 (Definitions Continued on page 4)

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173 DEFINITIONS CONTINUED FROM PAGE 2

- DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- 182 <u>DEFECT</u>: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 184 significantly shorten or adversely affect the expected normal life of the premises.
- m FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; inground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/plers on permanent foundations.
- CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.
- 196 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.
 - CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room dimensions, if material.
- BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

	Property Address: 2401 S. Peach Avenue, Marshfield, WI 54449	Page 5 of 9, WB-1
216		
217	N/A FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written	
218	INSERT LOAN PROGRAM OR SOURCE	first mortgage
219		nist mortgage I chall be in ar
220	amount of not less than \$ for a term of not less than years, amortized ove years. Initial monthly payments of principal and interest shall not exceed \$ Monthly	r not less than
221	years. Initial monthly payments of principal and interest shall not exceed \$ Monthly	navments mau
222	also include 17 (2) if the estimated her armual real estate taxes, hazard insurance premiums, and private morto	ade insurance
223	premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or li-	an origination
224	tee in an amount not to exceed % of the loan. If the purchase price under this Offer is modified	the financed
225	amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this co	ntingency and
220	the multiplity payments shall be adjusted as necessary to maintain the term and amortization stated above	
227	CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.	
228	7A	
229		Initial interest
230	rate shall be fixed for months, at which time the interest rate may be increased not more than	0/. nor
231	year. The maximum interest rate during the mortgage term shall not exceed	nts of principal
232	and interest thay be adjusted to fellect interest channes.	
233	The state of the s	cribe at lines
235	185-172 of 435-442 of itt all addendum attached per line 434.	
236		ly apply for a
237	mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the line of the control of the	oan described
238	The property of the state of the party of the party of the state of th	ommitment no
	later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan co	mmitment to
240	Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review	of the loan
241	commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written di accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by	rection shall
242	unacceptability.	a notice of
	CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lengths lose. BUYER, BUYER, BUYER, A FUNDED AND THE LOSE BUYER MAN TO SEE THE LOSE BUYER BUYER MAN TO SEE THE LOSE BUYER B	tambér se se se é é é
244	the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIV	ier to provide
245	COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL	OR UNITED
246	ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.	ON DIVLESS
247	SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may	torminato thia
248	Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer	s written loan
445	CONTINUED.	
250	FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer ha	s not already
25:1	delivered an acceptable loan commitment for other financing to Seller). Briver shall promptly deliver written not	cata Sallar of
232	same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Holess a specific k	an cource (c
200	named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to	a finance thic
204	transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the ti-	ne for closina
255	extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes S	eller to obtain
256	any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing	
257	■ IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution	or third party
258	In control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of	of verification
259 266	sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer	by delivering
260	written notice to Buyer, Buyer may or may not obtain mortgage financing but does not need the protection of	of a financing
261 262	contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer	understands
263	and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is	subject to an
264	appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.	
265	N/A APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer's lender having the Property Buyer's expense by a Wisconsin licensed of continue at Buyer's expense by a Wisconsin licensed of continue at Buyer's expense.	rty appraised
266	at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal	report dated
267	subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the	agreed upon
268	purchase price. This contingency shall be deemed satisfied unless Buyer, within	nce, delivers
269.	to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the purchase price, accompanied by a written notice of termination.	agreed upon
270	CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Cons	والمعالية المعالية ا
271	deadlines provide adequate time for performance.	uer whether
	and annual backing bearing being the Bankaritimitant	

272 DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple 274 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information 275 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers 276 researching comparable sales, market conditions and listings, upon inquiry. 277

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both. In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

293 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD 294 READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS 295 OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL 296 RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED. 297

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 298 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds 299 and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons 301 302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Property Address: 2401 S. Peach Avenue, Marshfield, WI 54449 Page 7 of 9, WB-11
304	N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's
305	property located at no later than lf Seller accepts
306	a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307	waiver of the Closing of Buyer's Property Contingency and
308	
309	[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL
310	CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within hours of Buyer's Actual
311	Receipt of said notice, this Offer shall be null and void.
312	N/A SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313	of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314	to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315	Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316	The state of the s
317	other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
318	TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319	occupancy; (4) date of closing: (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
320	Offer except: no others.
321	16 HTP 4 7 H PP 1
322 323	
324	Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
325	a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs. TITLE EVIDENCE
	■ CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327	
328	provided herein), free and clear of all liens and encumbrances, except; municipal and zoning ordinances and agreements
329	entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331	Condition Report and in this Offer, general taxes levied in the year of closing and no others.
332	
333	
334	
335	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336	necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
337	WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may
338	prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making
	improvements to Property or a use other than the current use.
340	TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341	purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342	costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
343	■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344	STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345	the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346	exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
	coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).
	PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
350	insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351	subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
	exceptions, as appropriate.
	■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
	objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
	remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
	unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
	objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
	null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
	merchantable title to Buyer.

- 360 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior 36f to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by 362 Buyer.
- 363 CAUTION: Consider a special agreement if area assessments, property owner's association assessments, special charges for current services under Wis. Stat. § 66,0627 or other expenses are contemplated. "Other expenses" are 364 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all 366 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact 367 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f). 368

EARNEST MONEY

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- HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker 371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
- CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the 373 374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special 375 disbursement agreement.
- DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse 380 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to 384 exceed \$250, prior to disbursement. 385
- 386 ■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their 392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money, See Wis. Admin. Code Ch. RL 18,
- 395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the 396 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, 397 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's 401 authorization for inspections does not authorize Buyer to conduct testing of the Property. 402
- NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the 403 test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other 404 material terms of the contingency.
- Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed 406 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

	Property Address: 2401 S. Peach Avenue, Marshfield, WI 54449 Page 9 of 9, WB-11
	INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 395-409). This
	Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
	no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
	performing an inspection of
414	
	swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
	responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
	from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
	by a qualified independent inspector or independent qualified third party.
419	CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well
	as any follow-up inspection(s).
421	This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller a copy of the
	written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
	of Defects).
424	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
425	For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
	nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.
	RIGHT TO CURE: Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428	Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
	Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430	workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432	Seller does not have a right to cure or (2) Seller has a right to cure but; (a) Seller delivers written notice that Seller will not cure
	or (b) Seller does not timely deliver the written notice of election to cure.
434	ADDENDA: The attached Addendum A is/are made part of this Offer.
435	ADDITIONAL PROVISIONS/CONTINGENCIES See Addendum "A".
436	
437	
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443	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC
444.	on December 5, 2017
444 445	on December 5, 2017 (x) Mhd- Saleme December 5, 2017
444.	on December 5, 2017
444 445 446	(x) Buyer's Signature A Print Name Here Clarity Care, Inc. Barb Salem; Date A
444 445 446	on December 5, 2017 (x) Mhd- Saleme December 5, 2017
444 445 446 447 448	(x) December 5, 2017 (x) Durl- Soleme Buyer's Signature A Print Name Here Clarity Care, Inc. Barb Salem; Date A (x) Buyer's Signature A Print Name Here
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444 445 446 447 448 449	on December 5, 2017 (x) Buyer's Signature ♣ Print Name Here ▶ Clarity Care, Inc. Barb Salem; Date ♣ (x) Buyer's Signature ♣ Print Name Here ▶ Clarity Care, Inc. Barb Salem; Date ♣ (x) Buyer's Signature ♣ Print Name Here ▶ Date ♣ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer. Broker (By)
444 445 446 447 448 449 450 451	on December 5, 2017 (x) Part Salema December 5, 2017 Buyer's Signature ♣ Print Name Here ▶ Clarity Care, Inc. Barb Salem; Date ♣ (x) Buyer's Signature ♣ Print Name Here ▶ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer. Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER.
444 445 446 447 448 449 450 451	on December 5, 2017 (x) Buyer's Signature ♣ Print Name Here ▶ Clarity Care, Inc. Barb Salem; Date ♣ (x) Buyer's Signature ♣ Print Name Here ▶ Clarity Care, Inc. Barb Salem; Date ♣ (x) Buyer's Signature ♣ Print Name Here ▶ Date ♣ EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer. Broker (By)
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444 445 446 447 448 450 451 452 453 454	on December 5, 2017 (x) Buyer's Signature Print Name Here Clarity Care, Inc. Barb Salem; Date Date Buyer's Signature Print Name Here Date Date Buyer's Signature Print Name Here Date Survive Closing And The Warranties, Representations and Covenants Made in This Offer Survive Closing and the Conveyance of the Property. Seller Agrees to Convey the Property On the Terms and Conditions as set forth Herein and Acknowledges receipt of a Copy of This Offer.
444 445 446 447 448 449 450 451 452 453 454 455	on December 5, 2017 (x) Buyer's Signature Print Name Here Clarity Care, Inc. Barb Salem; Date Date Buyer's Signature Print Name Here Date Date Buyer's Signature Print Name Here Date Survive Closing And The Warranties, Representations and Covenants Made in This Offer Survive Closing and the Conveyance of the Property. Seller Agrees to Convey the Property On the Terms and Conditions as set forth Herein and Acknowledges receipt of a Copy of This Offer.
444 445 446 447 448 450 451 452 453 454	On December 5, 2017 (X) Buyer's Signature Print Name Here Clarity Care, Inc. Barb Salem; Date A (X) Buyer's Signature Print Name Here Date Print Name Here Date A (X) Buyer's Signature Print Name Here Date A (X) Buyer's Signature Print Name Here Date A (X) Buyer's Signature Print Name Here Date A (X) Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER. (X) Seller's Signature Print Name Here Date A Date A
444 445 446 447 448 449 450 451 452 453 454 455	On December 5, 2017 (X) Buyer's Signature Print Name Here Clarity Care, Inc. Barb Salem; Date A (X) Buyer's Signature Print Name Here Date Print Name Here Date A (X) Buyer's Signature Print Name Here Date A (X) Buyer's Signature Print Name Here Date A (X) Buyer's Signature Print Name Here Date A (X) Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER. (X) Seller's Signature Print Name Here Date A Date A
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444 445 446 447 448 450 451 452 453 454 455 456 457 458	On December 5, 2017 (X) Duty Signature Print Name Here Clarity Care, Inc. Barb Salem; Date Date Date Date Date Date Date Date
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Olson Legal Group LLC, 146 Algoma Blvd., Suite A Osikosh, WJ 54901 Nathan Olson Produced with zipFo

4801 Forest Run Road Madison, Wisconsin 53704

REAL ESTATE CONDITION REPORT

Olson Legal Group LLC Page 1 of 3

·	DISCLAIMER	1				
A. THIS CONDITION REPORT CON		2401 S	. Pe	ach Ave	enue	
(STREET ADDRESS) IN THE	City (CITY) (VILLAGE) (TOWN) OF			arshfie		
COUNTY OF Wood	, STATE OF WISCONSIN. THIS REPORT IS A D					
	TION 709.02 OF THE WISCONSIN STATUTES AS OF					(DAY).
	NSPECTIONS OF WARRANTIES THAT THE PRINCIPALS MAY				רון פונון, ו	HINGHO-LICH
and the second of the second o	EIVE A FULLY COMPLETED COPY OF THIS REPORT WITHIN				CCEPTAN	ICE OF THE
	NTRACT FOR THE ABOVE-DESCRIBED REAL PROPERTY					
CONTRACT (WIS. STATS. SECTION 70	9.02), PROVIDED THE OWNER IS SUBJECT TO WISCONSIN S	TATUTE	S CHA	PTER 709.	*	
NOTE: All information appea	ring in Italics in this REAL ESTATE CONDITION REPORT is pure		ppleme	ental nature	and is no	<u>ıt</u>
	required pursuant to Section 709.03 of the Wisconsin Statute	es.				
	OWNER'S INFORMATION	:				
issued by a governmental body, advice correction of a property defect or problem, a significant adverse effect on the value.	ave notice or knowledge. "Am aware" means that the owner has or recommendations received from a contractor, inspector or ot personal observation, or some other source of information. In this of the property; that would significantly impair the health or safety ficantly shorten or adversely affect the expected normal life of the	her perso form, "de of future	in rega fect" in occup	<i>rding a pr</i> leans a cor	operty con	<i>idition or the</i> t would have
In this form, "owner" means that p	erson or those persons, or the entity or organization, which is the c	owner of a	he abo	ve-describ	ed real pr	operty. If the
Real Estate Condition Report or complete containing one to four dwelling units by fiduciaries appointed by or subject to sur	uals as joint tenants or tenants-in-common, each joint owner or ten a separate report based on his or her individual awareness. "Ow sale, exchange or land contract. "Owners" do not include pers ervision by a court if they have never occupied the property tran who transfer property by conveyance exempt from the real estate	vners" ind onal repr isferred: 2	lude al esenta and do	l persons v tives, trust not include	vho transfe ees, cons e persons	er real estate ervators and who transfe
information in deciding whether and on a	Information with the knowledge that, even though this is not what terms to purchase the property. The owner hereby author ment, and to disclose any information in the statement, to any pe	izes anv	agent	representir	io anv pri	ncipal in this
B.3. The owner represents that to the lor "not applicable" to the property being sthis form, an explanation of the reason where the control of the c	pest of his or her knowledge the responses to the following stater old. If the owner responds to any statement with "yes," the owner s by the response to the statement is "yes,"	nents hav shall prov	e beei ide, in t	n accuratel he addition	y noted as al informa	i "yes," "no," ition area of
B.4. If the transfer is of a condominium u	nit, the property to which this form applies is the condominium unit a used only by the owner of the condominium unit being transferre	it, the cor	nmon⁻€	elements of	the cond	ominium and
answer supplied by a public or governme professionals, provided the information surveyors and structural pest control ope- seller, buyer or any agent involved in te information provided (Wis. Stat. §§ 709.0 document, the owner may place an "X" in	ment below with a "yes," "no," or "not applicable," and explaining to a plain agency or department (Wis. Stat. § 66.073(3)(h)); or inform is in writing, is furnished on time; and the statement to which ators; contractors with respect to matters within the scope of the transaction reasonably believes has sufficient experience to 2 & 452.23 (2)(b)). If a statement is answered by such an expension the "See Expert's Report" column next to the statement(s) while the legal Estate Condition Report, or provide the written information.	nation sup it relates contracto meet th rt's or pro ich are ar	plied t is ide r's occi e stan fessior iswere	by one of the of the optified: lice upation; or dards of phal's written of by the ex	he followir ensed eng other pers ractice foi informati xpert's info	ng experts on gineers, land sons who the ir the kind of ion, report of ormation and
	TYPES OF DEFECTS FOLLOWING EACH STATEMENT BELO		-			
	H MIGHT PROPERLY BE DISCLOSED IN RESPONSE TO EAC					See Expert's
	PROPERTY CONDITION STATEMENTS		Yes	No	N/A	Report
		÷			,	
C.1. I am aware of defects in the root leakage, ice build-up, or significant proble	Roof defects might include, but are not limited to such things ms with gutters or eaves.	sas .				:
	rical system. Electrical defects might include, but are not limited plicable code, or defects in an attached antenna and cables, sate m.		·			
swimming pool) that is included in the sal	ne plumbing system (including the water heater, water softener of the plumbing system defects might include, but are not limited eaks or other defects in pipes, tollets, interior or exterior faucets, but are not limited eaks or other defects in pipes, tollets, interior or exterior faucets, but are plumbing systems.	d ta,		4,		
C.4. I am aware of defects in the I humidifiers). Other heating and air con supplemental heaters, ventilating fans or	eating and air conditioning system (including the air filters ditioning defects might include, but are not limited to, defects fixtures, or solar collectors.	and _ s in		<u> </u>	<u></u>	
to, an unused well not properly closed in pursuant to state standards or local code, current code specifications.	uding unsafe well water. Well defects might include, but are not lim onformance with state regulations, a well which was not construc or a well which requires modifications to bring it into compliance t	eted 📋	<u>-</u>			
C.6. I am aware that this property is set					·	
C.7. 1 am aware of defects in the se defects might include, but are not limit overflows or back-ups; or defective or mis	ptic system or other sanitary disposal system. Septic systemed to, back-ups in tollets or in the basement; exterior ponding sing baffles.	m g.	· · · · · · · · · · · · · · · · · · ·			
Olson Legal Group LLC, 146 Algoria Blvd., Suite A Oshkos	h, WI 54901 Phone: (920)573-71	39	Fax:		Clarit	y Care, Inc

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C.27. I am aware of other defects affecting the property. Other defects might include, but are not limited to, diseased or dying trees or shrubs; animal, reptile or insect infestation; drainage easement or grading problems; substantial pet damage; excessive sliding, settling, earth movements, upheavals or other soil problems, substantial per damage, excessive sitting, settling, earn movements, upneavals or other soil problems; environmental nuisances affecting the property such as noise, smoke, odor, or water diversion from neighboring property; high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property; deed restriction violations; lack of legal access; burial grounds; or any other defect or material condition.

the property to establish or maintain certain measures related to shoreland conditions and which is enforceable

by the county.

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ADDENDUM "A"

This Addendum is attached to a Residential Offer to Purchase (the "Offer") executed by Clarity Care, Inc. ("Buyer") for the purchase of certain real estate known as 2401 S. Peach Avenue, City of Marshfield, Wood County, Wisconsin (the "Property").

Except as specifically modified by the terms of this Addendum, the terms of the Offer shall remain in full force and effect. If any provision of this Addendum conflicts with or contradicts any provision in the Offer, then the provision in the Addendum shall control the interpretation of the Offer and Addendum together as a single instrument. The Offer is modified as follows:

- 1. <u>Description of Property</u>: The Property is known as 2401 S. Peach Avenue, City of Marshfield, Wood County, Wisconsin, with a Tax Parcel Number of: 251-3307114.
- 2. CASH OFFER: This is a Cash Offer.

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- 3. <u>Clarity Care, Inc.</u>: The Buyer is a Wisconsin Non-Stock Corporation. A Company Resolution authorizing the purchase of the Property shall be presented to the Seller prior to Closing.
- 4. <u>Board Approval Contingency</u>: This Offer is contingent upon the Buyer receiving approval of this Offer from their Board of Directors on or before December 29, 2017.
- 5. <u>Municipal Approvals</u>: This Offer is contingent upon the Property being approved for all zoning and use issues by the City of Marshfield. Buyer shall be allowed to own and operate a "Home for individuals with Developmental Disabilities".
- 6. <u>Transfer Return Fee</u>: Seller shall pay the Wisconsin Real Estate Transfer Return Fee (.003% of the Purchase Price \$260,000.00 x .003 = \$780.00).
- 7. <u>Title Commitment</u>: Seller shall obtain and pay for an Owners Title Commitment from a Title Company of Seller's choosing.
- 8. <u>Municipal Letter</u>. Seller agrees to provide Buyer with written statements from the City of Marshfield verifying the status of real estate taxes, all personal property taxes, current or planned special assessments and other municipal charges affecting the Property. This statement shall be provided prior to Closing at Seller's expense.
- 9. <u>Earnest Money</u>. The earnest money referred to a Line 10 and 12 of the Offer shall be held by the Title Company of Seller's choosing. If the transaction fails to Close because any of the contingencies in the Offer or Addendum cannot be

satisfied after a good faith effort to do so, a breach or default by Seller, or any other reason not related to Buyer's failure to person Buyer's obligations under this Offer, all earnest money shall be immediately returned to Buyer. If the transaction fails to Close because of a breach or default by Buyer, the earnest money shall be disbursed to Seller as liquidated damages or partial payment for specific performance. Disbursement of the earnest money does not determine the legal rights of the parties in relation to this Offer.

10. <u>Legal Representation</u>: Seller and Buyer acknowledge that they have each had an opportunity to seek separate legal representation. Attorney Nathan P. Olson is representing the Buyer.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS ADDENDUM ARE INCORPORATED AND MADE PART OF THE OFFER TO PURCHASE TO WHICH IT IS ATTACHED.

SELLER:		BUYER:	
		Barbara Salem	1 12-5-11
	(Date)	Barbara Salemi, CEO Clarity Care, Inc.	(Date)

WB-11 RESIDENTIAL OFFER TO PURCHASE

1	LICENSEE DRAFTING THIS OFFER ON December 5, 2017 [DATE] IS (AGENT OF BUYER)
2	(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE
3	GENERAL PROVISIONS The Buyer Clarity Care, Inc.
4	, offers to purchase the Property known as [Street Address] 613 W. 11th Street
5	in the City
	of Marshfield , County of Wood Wisconsin (insert additional
	description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:
	PURCHASE PRICE: Two Hundred Sixty Thousand
9	Dollars (\$ 260,000.00).
	■ EARNEST MONEY of \$ 1,000.00 accompanies this Offer and carnest-money of \$
17	will be mailed, or commercially or personally delivered within days of acceptance to listing broker or
	the Title Company of Seller's choosing.
	THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
	INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixfures on the Property on
	the date of this Offer not excluded at lines 17-18, and the following additional items: None.
16	the date of this Offer not excluded at fines 17-18, and tile following additional items.
	MOTINCLUDED IN PURCHASE PRICE: Seller's Personal Property.
	MOT INCLUDED IN FUNCTION BETTEL'S FEISURE FIOPELLY.
18	CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
	and will continue to be owned by the lessor.
	NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
	included/excluded.
	ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
	copies of the Offer.
	CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
	running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.
בט לפ	BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
00	or before
20	market and accept secondary offers after binding acceptance of this Offer.
	CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
	OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPENBOX () ARE PART OF THIS
	OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
	OR ARE LEFT BLANK.
	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
	written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.
33 nic	whiten notices to a Party shall be elective only when accomplished by one of the methods specified at the 35-54.
	(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
	named at line 38 or 39.
ฮฮ ซก	Seller's recipient for delivery (optional): Barb Salemi, Chief Executive Officer
33	Super streciplent for delivery (optional). Barb Sazemir, Chief Executive Offices XXX (2) Fax: fax transmission of the document or written notice to the following telephone number:
40	Seller: () Buyer: (_920_) 236-6570 N/A (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
42 40	commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44	delivery to the Party's delivery address at line 47 or 48.
44	xxx (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
40	or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
40	Delivery address for Seller: 400 Market Street, Wisconsin Rapids, Wisconsin 54495
47	Delivery address for Buyer: 424 Washington Avenue, Oshkosh, Wisconsin 54901
40	EXXX (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
49 FA	53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
50	personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
51	personal, family or nousenoid purposes, each consumer providing an e-mail address perow has his consented electronic dispersion in the transportion, as required by federal law.
	to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53	E-Mail address for Seller (optional):
54 ==	E-Mail address for Buyer (optional): Barb. Salemi@claritycare.org
55	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers. Phone: (920)573-7139 Phone: (920)573-7139 Fax: Clarity Care, Inc.
	Dison Legal Group LLC, 146 Algeina Blvd., Suite A Oshkosh, WI 54201 Phone: (920)573-7139 Fox: Cladity Cale, Inc Cladity Cale,

- 57 OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
- 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants, 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 DEFINITIONS

- 62 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
- 64 © CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:
- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law, may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79). Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 L. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway),
- Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint, lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
- NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 rights-of-way, easements of another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
- shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.
- (Definitions Continued on page 4)

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	Property Address: 613 W. 11th Street, Marshfield, WI 54449 Page 3 of 9, WB-11
16	CLOSING This transaction is to be closed no later than December 29, 2017
17	at the place selected by Selfer, unless otherwise agreed by the Parties in writing.
118	CLOSING PROPATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association
20	assessments, fuel and no others.
121	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
123	Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
124	The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125	taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126	APPLIES IF NO BOX IS CHECKED)
127 128	N/A Current assessment times current mill rate (current means as of the date of closing) N/A Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129	year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
130	N/A
131	
132	
	extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor
	regarding possible tax changes.
135:	N/A Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136	the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137	days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138	re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139	and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.
140	LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141	under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142	(written) (oral) STRIKE ONE lease(s), if any, are the Property is currently operated by Buyer.
143	Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.
144	RENTAL WEATHERIZATION This transaction (is) (is not) STRIKE ONE exempt from Wisconsin Rental Weatherization
145	
146	be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 148	compliance, Seller shall provide a Certificate of Compliance at closing. REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property which includes 1-4 dwelling units to
149	provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150	and the contract of the contra
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	law provides: "§ 709.02 Disclosure the owner of the property shall furnish, not later than 10 days after acceptance of the
	contract of sale, to the prospective Buyer of the property a completed copy of the report A prospective Buyer who does
154	not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155	sale by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156	rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157	submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158	rescission rights.
159	PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no
160	notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161	Real Estate Condition Report dated, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and
162	signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE 1 and
	will be provided to Buyer within 5 days of acceptance.
164	INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT
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166. 467.	
167 168	
168. 169	
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173 DEFINITIONS CONTINUED FROM PAGE 2

- DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 significantly shorten or adversely affect the expected normal life of the premises.
- m FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be freated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; inground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
- 194 CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.
- 196 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land, building or room dimensions, or total acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.
- 200 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building 201 or room dimensions. If material.
- BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
- PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

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266 267 IN/A APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _______ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

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DISTRIBUTION OF INFORMATION

Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
researching comparable sales, market conditions and listings, upon inquiry.

DEFAULT Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If Buyer defaults, Seller may:

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- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.
- If Seller defaults, Buyer may:
- 286 (1) sue for specific performance; or
 - (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

ENTIRE CONTRACT This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

	Properly Address: 613 W. 11th Street, Marshfield, WI 54449 Page 7 of 9, WB-11
304	N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's
305	' DIODO IV JUGGICLI (II)
30€	a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Soller a written
307	waiver of the Closing of Buyer's Property Contingency and
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310	ON TRIGEROLES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE I OAN atc I within house of Duror's Astroit
311	inocopt of said Bodge, this Other shall be that and void.
312	N/A SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313	of written flotice to buyer that this Oner is primary. Unless otherwise provided. Seller is not obligated to give Privar notice and
314	to any deadline, not is any particular secondary buyer given the right to be made primary aband of other accordance by
315	by or may decide this Offer figuration by delivering written notice of withdrawal to Sallar prior to delivery of called
316	that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days after acceptance of this Offer. All
317	other one deadings which die full from acceptance shall fun from the time this Offer becomes primes.
318	Time is OF the ESSENCE I "time is of the Essence" as to: (1) parment monory payment(a): (2) binding account (a)
319	occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
320	Offer except: no others.
321	
322	If "Time in of the Forest" will be a first the
323	Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" applies to a date or a date or Deadline, then performs a date or Deadline.
324	a date of December Inch performable within a reasonable time of the date of Deadline is offered between because
325	TITLE EVIDENCE
326	CONVEYANCE OF TITLE: Upon payment of the purchase price. Soller shall convey the Present the purchase price.
327	(trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328	provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329	The state of the s
330	restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331	Condition Report and in this Offer, general taxes levied in the year of closing and no others.
332	and so others.
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334	
335	which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336	moods any to record the conveyance at belief's cost and hav the Wisconein Roal Estate Transfer For
337	WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may
338	prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making
339	mily overnous to troperty of a use other than the childent like
340	If LE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title incurance in the amount of the
	personate price of a content of the local local posterior of the incurrence in Microphelic College by the personal process of the incurrence in Microphelic and the personal process of the personal p
342	costs of providing title evidence to buyer, Buyer shall pay all costs of providing title evidence required by pureds to add
070	- CA ENDONGEMENT. Seller Shall provide a "dap" endorsement or equivalent dap poverage of (Calledat/Durant)
344	STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
	and directive date of the insulance commitment and before the deed is recorded, subject to the title incurance nation.
346	exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347	coverage is not available. Buyer may give written notice that title is not acceptable for closing (see lines 353-359).
348	PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
343	insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
030	the Property as of a date fill fillore than 15 days before delivery of such fille evidence to be merchantable per lines are are
351	subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352	exceptions, as appropriate.
353	TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
334	objections to the by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days to
300	remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
.300	unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
201	objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358	null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359	merchantable title to Buyer.

- 360 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
- CAUTION: Consider a special agreement if area assessments, property owner's association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

369 EARNEST MONEY

- BHELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
- CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.
- <u>DISBURSEMENT</u>: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; 382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to 384 385 exceed \$250, prior to disbursement.
- 386 ■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. 389 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith 392 393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18. 394
- INSPECTIONS AND TESTING Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.
- NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.
- Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

		age 9 of 9, WB-11
	N/A INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 35	
	Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property when the property with the pro	
	no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified	ed third party
413 414		nosted as
	(list any Property component(s) to be separately instance swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection	
	responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written re-	
417	from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall I	ne performed
418	by a qualified independent inspector or independent qualified third party.	0.000,000,000
	CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection	n(s), as well
420	as any follow-up inspection(\$).	• •
421	This contingency shall be deemed satisfied unless Buyer, within days of acceptance, delivers to Seller	a copy of the
	written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer of	ojects (Notice
	of Defects),	
	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement	
	For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other c	conditions the
	nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.	L. Data de 16.
	RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within	
429		
	workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to	closing This
431	Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection repo	orde) and (1)
432	Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller	will not care
433		11.01 101 0010
434		of this Offer.
435		
436		
437		
438		
438 439		
438 439 440		
438 439 440 441		
438 439 440 441 442		
438 439 440 441 442 443	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC	
438 439 440 441 442	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC	2017
438 439 440 441 442 443	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, 3	2017 . er 5, 2017
438 439 440 441 442 443	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, (x) Darb December 5	
438 439 440 441 442 443 444 445 446	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, (x) Buyer's Signature A Print Name Here Clarity Care, Inc.	er 5, 2017
438 439 440 441 442 443 444 445 446	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, 3 (x) Buyer's Signature A Print Name Here Clarity Care, Inc.	er 5, 2017
438 449 440 441 442 443 444 445 446 447	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, (x) Buyer's Signature A Print Name Here Clarity Care, Inc. (x) Buyer's Signature A Print Name Here	er 5, 2017 Date ▲
438 449 440 441 442 443 444 445 446 447	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, (x) Buyer's Signature A Print Name Here Clarity Care, Inc.	er 5, 2017 Date ▲
438 439 440 441 442 443 444 445 446 447 448 449 450	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, 3 Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Broker acknowledges receipt of earnest money as per line 10 of the above Care (By)	Date A Offer.
438 439 440 441 442 443 444 445 446 447 448 450 450	This Offer was drafted by [Licensee and Firm] Olson Legal Group ILC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Print N	Date A Offer. THIS OFFER
438 439 440 441 442 443 444 445 446 447 448 450 451 452	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Print N	Date A Date A Offer. THIS OFFER PROPERTY
438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature Print Name Here Print Nam	Date A Date A Offer. THIS OFFER PROPERTY
438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Print N	Date A Date A Offer. THIS OFFER PROPERTY
438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Print N	Date A Date A Offer. THIS OFFER PROPERTY PY OF THIS
438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Print N	Date A Date A Offer. THIS OFFER PROPERTY
438 449 441 442 443 444 445 446 447 448 449 451 452 453 454 455	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature Print Name Here Clarity Care, Inc. (X) Buyer's Signature Print Name Here Property Seller Accepts This Offer. The Warranties, Representations and Covenants Made in Survive Closing and the Conveyance of the Property. Seller Agrees to Convey the On the Terms and Conditions as set forth Herein and Acknowledges receipt of a Cooffer. (X) Seller's Signature Print Name Here P	Date A Date A Offer. THIS OFFER PROPERTY PY OF THIS
438 449 441 442 443 444 445 446 447 448 449 451 452 453 454 455 456	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature Print Name Here Clarity Care, Inc. (X) Buyer's Signature Print Name Here EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above One of the survive Closing and the Conveyance of the Property. Seller Agrees to Convey the On the Terms and Conditions as set forth Herein and acknowledges receipt of a Cooffer. (X) Seller's Signature Print Name Here (X) Seller's Signature Print Name Here	Date A Date A Offer. THIS OFFER PROPERTY PY OF THIS
438 449 440 441 4442 443 444 445 446 447 448 451 452 453 454 455 456 457 458	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Print N	Date A Date A Offer. THIS OFFER PROPERTY PY OF THIS Date A
438 449 440 441 4442 443 444 445 446 447 448 451 452 453 454 455 456 457 458	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature Print Name Here Clarity Care, Inc. (X) Buyer's Signature Print Name Here Print Name	Date A Date A Differ. THIS OFFER PROPERTY PY OF THIS Date A Date A
438 449 4441 4442 4443 4444 4446 4446 4448 4450 4451 4451 4451 4451 4451 4451 4451	This Offer was drafted by [Licensee and Firm] Olson Legal Group LLC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Proker acknowledges receipt of earnest money as per line 10 of the above of Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COOFFER. (X) Seller's Signature A Print Name Here Print Name	Date A Date A Differ. THIS OFFER PROPERTY PY OF THIS Date A Date A
438 439 440 441 4442 443 444 445 446 447 448 451 452 453 454 456 457 458 459 460	This Offer was drafted by [Licensee and Firm] Olson Legal Group ILC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here Print N	Date A
438 439 440 441 4442 443 444 445 446 447 448 451 452 453 454 456 457 458 459 460	This Offer was drafted by [Licensee and Firm] Olson Legal Group LIC on December 5, Buyer's Signature A Print Name Here Clarity Care, Inc. (X) Buyer's Signature A Print Name Here > [EARNEST MONEY RECEIPT] Broker acknowledges receipt of earnest money as per line 10 of the above (Broker (By) SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN: SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A CO OFFER. (X) Seller's Signature A Print Name Here > This Offer was presented to Seller by [Licensee and Firm] on at This Offer is rejected Seller Initials A Data A Data A Data A Seller Initials Seller Initials Seller Initials Seller Initials	Date A

Olson Legal Group LLC, 146 Algoma Blvd., Suite A Oshkosh, WI 54901

4801 Forest Run Road Madison, Wisconsin 53704

REAL ESTATE CONDITION REPORT

Olson Legal Group LLC Page 1 of 3

Clarity Care, Inc. -

DISCLAIMER

A. THIS CONDIT	ION REPORT CONC	ERNS THE REAL PRO	OPERTY LOCA	TED AT		613 W. 1	1th St	reet		
STREET ADDRESS) IN THE	City		ILLAGE) (TOWN)	OF	: :	Marshf	ield		
COUNTY OF	Wood	, STATE OF	WISCONSIN.	THIS REPORT	IS A I	DISCLOSURE	OF THE	CONDITION	OF	THAT
PROPERTY IN COM	PLIANCE WITH SEC	TION 709.02 OF THE	WISCONSIN S'	TATUTES AS OF			(MON		1	DAY).
(YEAR). IT IS	NOT A WARRANTY	OF ANY KIND BY TH	EOWNER OR .	ANY AGENTS RE	PRESE	NTING ANY P	RINCIPAL	IN THIS TRA	NSAC	CTION
AND IS NOT A SUBS	STITUTE FOR ANY IN	ISPECTIONS OR WAI	BRANTIES THA	IT THE PRINCIPA	ALS MA	Y WISH TO DE	STAIN.			
A DIIVED WU	IO DOES NOT DESC	THÝT Á THÝ LÀ COURD	FIFT COOK	ATTEND DEDOOR	T 1 5 21 WY 10	46 40 5 4140 41		رغاغا واستشرحه بقرابي الأ		

A BUYER WHO DOES NOT RECEIVE A FULLY COMPLETED COPY OF THIS REPORT WITHIN 10 DAYS AFTER THE ACCEPTANCE OF THE CONTRACT OF SALE OR OPTION CONTRACT FOR THE ABOVE-DESCRIBED REAL PROPERTY SHALL HAVE THE RIGHT TO RESCIND THAT CONTRACT (WIS. STATS. SECTION 709.02), PROVIDED THE OWNER IS SUBJECT TO WISCONSIN STATUTES CHAPTER 709.*

NOTE: All information appearing in Italics in this REAL ESTATE CONDITION REPORT is purely of a supplemental nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.

OWNER'S INFORMATION

B.1. In this form, "am aware" means have notice or knowledge. "Am aware" means that the owner has notice or knowledge based on an official notice issued by a governmental body, advice or recommendations received from a contractor, inspector or other person regarding a property condition or the correction of a property defect or problem, personal observation, or some other source of information. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

In this form, "owner" means that person or those persons, or the entity or organization, which is the owner of the above-described real property. If the property is owned by two or more individuals as joint tenants or tenants-in-common, each joint owner or tenant-in-common must join in the execution of this Real Estate Condition Report or complete a separate report based on his or her individual awareness. "Owners" include all persons who transfer real estate containing one to four dwelling units by sale, exchange or land contract. "Owners" do not include personal representatives, trustees, conservators and fluciaries appointed by or subject to supervision by a court if they have never occupied the property transferred; and do not include persons who transfer property which has not been inhabited or who transfer property by conveyance exempt from the real estate transfer fee. In this form, "principal" refers either to the owner or the buyer.

- B.2. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes any agent representing any principal in this transaction to provide a copy of this statement, and to disclose any information in the statement, to any person in connection with any actual or anticipated sale of the property.
- B.3. The owner represents that to the best of his or her knowledge the responses to the following statements have been accurately noted as "yes;" "no," or "not applicable" to the property being sold. If the owner response to any statement with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the statement is "yes."
- B.4. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium and any limited common elements that may be used only by the owner of the condominium unit being transferred.

Instead of responding to any statement below with a "yes," "no," or "not applicable," and explaining the "yes" statements, the owner may substitute an answer supplied by a public or governmental agency or department (Wis. Stat. § 66.073(3)(h)); or information supplied by one of the following experts or professionals, provided the information is in writing, is furnished on time, and the statement to which it relates is identified: licensed engineers, land surveyors and structural pest control operators; contractors with respect to matters within the scope of the contractor's occupation; or other persons who the seller, buyer or any agent involved in the transaction reasonably believes has sufficient experience to meet the standards of practice for the kind of information provided (Wis. Stat. §§ 709.02 & 452.23 (2)(b)). If a statement is answered by such an expert's or professional's written information, report or document, the owner may place an "X" in the "See Expert's Report" column next to the statement(s) which are answered by the expert's information and attach the expert's written information to this Real Estate Condition Report, or provide the written information separately before the applicable deadline.

THE ITALICIZED LISTS OF POSSIBLE TYPES OF DEFECTS FOLLOWING EACH STATEMENT BELOW ARE EXAMPLES ONLY AND ARE NOT THE

ONLY DEFECTS WHICH MIGHT PROPERLY BE DISCLOSED IN RESPONSE TO EACH RE	SPECTIVE	STATEM	NT.	See Experts
PROPERTY CONDITION STATEMENTS	Yes	No	N/A	Report
C.1. I am aware of defects in the roof. Roof defects might include, but are not limited to such things as leakage, ice build-up, or significant problems with gutters or eaves.	· . 			++++
C.2. I am aware of detects in the electrical system. Electrical defects might include, but are not limited to, electrical wiring not in compliance with applicable code, or defects in an attached antenna and cables, satellite dish, security system, doorbells or intercom.				ن سانه :
2.3. I am aware of defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in the sale. Other plumbing system defects might include, but are not limited to, excessive or insufficient water pressure, leaks or other defects in pipes, toilets, interior or exterior faucets, bath tubs, showers, or any sprinkler system.	· ·	pagangan najam nag	****	
0.4. I am aware of defects in the heating and air conditioning system (including the air filters and numidifiers). Other heating and air conditioning defects might include, but are not limited to, defects in supplemental heaters, ventilating fans or fixtures, or solar collectors.				 -
C.5. I am aware of defects in the well, including unsafe well water. Well defects might include, but are not limited to, an unused well not properly closed in conformance with state regulations, a well which was not constructed bursuant to state standards or local code, or a well which requires modifications to bring it into compliance with current code specifications.				<u></u>
5.6. I am aware that this property is served by a joint well.	: . <u></u>		****	
C.7. I am aware of defects in the septic system or other sanitary disposal system. Septic system defects might include, but are not limited to, back-ups in toilets or in the basement; exterior ponding, by overflows or back-ups; or defective or missing battles.		<u>v</u>		<u> </u>
wak				

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Phone: (920)573-7139

WNA-SUR	2 of 3				See
	news the state of	Yes	No.	N/A	Expert's Report
Agriculture, Trade and Consumer Prote tanks are in use or not: Regulations of	aboveground fuel storage tanks on or previously located on may have to register the tanks with the Wisconsin Department of ction at P.O. Box 8911, Madison, Wisconsin, 53708, whether the the Wisconsin Department of Agriculture, Trade and Consumer			 	2
C.9. I am aware of an "LP" tank or	noval of unused tanks.)	: -			
C.9m I am aware that a dam is totally that is not located on the property will	operty either owns or leases the tank.) or partially located on the property or that an ownership in a dam the transferred with the property because it is surred at least the				
C.10. I am aware of defects in the b Other basement defects might include	ion, lake district, or similar group. (If "yes," contact the Wisconsin out if dam transfer requirements or agency orders apply.) assement or foundation (including cracks, seepage and bulges). e. but are not limited to, flooding, extreme dampness or wet	:		<u>.</u>	
C.11. I am aware that the property is loca	defects in drain tiling or sump pumps. Hed in a floodplain, wetland or shoreland zoning area.				
C.12.1 am aware of defects in the s residence or other improvements in deterioration in walls or foundation; may foundation; wood rot, and significant waterfront piers or walls, windows, doors	tructure of the properly, Structural defects with respect to the ight include, but are not limited to, movement, shifting or cracks or flaws in interior or exterior walls, siding, partitions or problems with driveways, sidewalks, patios, decks, fences, allogres, cellings, staiways or insulation.	-	, ,		,
C.13. I am aware of defects in mechan property. In addition to heating, ventilai equipment defects might include, but a dishwasher, refrigerator, freezer, wash garage door opener, or incinerator which	ical equipment included in the sale either as fixtures or personal flor, and air conditioning (HVAC) equipment defects, mechanical are not limited to, defects in any stove, even, hood, microwave, er, dryer, trash compactor, garbage disposal, central vacuum, is included in the sale.		Shown.		·
 C.14. I am aware of boundary or lot li driveway). 	ne disputes, encroachments or encumbrances (including a joint				<u> </u>
or other potentially hazardous or toxi caused by unsafe levels of mold or i	by unsafe concentrations of, or unsafe conditions relating to, paint, lead in soil, lead in water supplies or plumbing system c substances on the premises. Such defects might also be the production of methamphetamine (meth) or other hazardous	 		 	
with in the sale of most residential proper	UE FAMAINI 1924 PAINT disclosure requirements with the contraction	:			
U.17.1 am aware of a defect caused h	Withsafe concentrations of ungoto conditions relations	-	-	-	 -
are not limited to, environmental hazar commercial/industrial business which imp	des on neighboring properties. Such defects might include, but ds resulting from an adjacent or nearby dump, gas station, or properly uses/handles toxic substances.	. :			
U. 13. Lam aware of detects in a woodh	rmite, powder-post beetle or carpenter ant infestations. urning stove or fireplace or of defects caused by a fire in a stove	: ,			· · · · · · · · · · · · · · · · · · ·
NOTE: State law requires operating smol carbon monoxide detectors on all levels o Such defects might include, but are not installed fireplace equipment; or woodbur.	y or a violation of applicable state or local smoke detector laws; ie detectors on all levels of all residential properties, and operating if most residential properties (see Wis. Stat. §§ 101.149 & 101.647), ilimited to, defects in the chimney, fireplace flue, inserts or other hing stoves not installed pursuant to applicable code.				
was done or that additions to this pro- required permits.	ing affecting the property's structure or mechanical systems perty were made during my period of ownership without the		<u></u>		716
C.22. I have received notice of pro-	cal regulations requiring repairs, alterations or corrections of an is not limited to, orders to correct building code violations. perty tax increases, other than normal annual increases,		- 1:	111101 - 222 1	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
are not limited to, area assessments or other	SSESSMEDI. ADDOCTIVAL DEPOPERTY fay increases might include but		- · · · · · · · · · · · · · · · · · · ·	 ,	
G.24. I am aware of proposed or pending public improvements such as, but not	g special assessments. Such assessments might be for planned	:			
C.24.m I am aware that the property is district, lake district, sanitary district or	provements such as dredging. located within a special purpose district, such as a drainage sever district that has the authority to impose assessments.	· · · · · · · · · · · · · · · · · · · 		· 	 ;
C.25. I am aware of the proposed construc	district. tion of a public project that may affect the use of the property	:			
200 control of subdivision home zoning violations or nonconforming use state or local permits had not been obtain	cowners' associations, common areas co-owned with others, s, any land division involving the property for which required ed, conservation easements, restrictive covenants, rights-of-way, property by nonowners, other than recorded utility easements.				
C.26.m I am aware that the property is a the department of natural resources related the property to establish or maintain certain by the county.	ubject to a mitigation plan required under administrative rules of to county shoreland zoning ordinances, which obligates the owner of measures related to shoreland conditions and which is enforceable	:	Streetman		
to, diseased or dying trees or shrubs; at problems; substantial pet damage; exces problems; environmental nuisances affect from neighboring property; high voltage	ng the property. Other defects might include, but are not limited ilmal, reptile or insect infestation; drainage easement or grading sive sliding, settling, earth movements, upheavals or other soil ling the property such as noise, smoke, odor, or water diversion electric (100 KV or greater) or steel natural gas transmission the property; deed restriction violations; lack of legal access; trial condition.	-		esproystantal manage.	

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	A	DDITION	AL INFORMATION		Yes	No	N/A	Expert's
D.1. I am aware that a structure of	n the property is		• •			.10		Report
part of the property is in a historic D.1.a I am aware of a pier attached to	district. the property that	H .						
regulations, See http://dnr.wi.gov/ D.1.b All or part of the land has bee	for information.		·		·			1-1-1
(use-value assessment). D.1.c. The owner has been asses	sed a use-value	assessme	ent conversion charg	e under	. 	,	;	
Wis. Stat. § 74.485(2). D.1.d The payment of the use-value	assessment con	version cha	rge has been deferre	ed under			·	
Wis. Stat. § 74.485(4). Notice: The use value assessmentation its fair market valuevelopment), that person may the Wisconsin Department of Revi	ue, When a pers owe a conversion enue's Equalization	on convert charge. To Section at 6	s agricultural land to obtain more informatio i08-266-2149 or visit htt	a non-agricultu	ral use (e Value law	e.g. reside	ential or	commercial
D.1.e I am aware that the property is to a Notice: The early termination of a fa	a farmland preserva	ntion agreem	ent: removal of land from big	ch sa serenment i	na tricani -	oniemant af		
D.1.f I am aware of the presence of the leaks, or overflow from sinks, b	rand, Call 608-224-45 Insafe levels of mo athtubs or sewers	500 or visit <u>htti</u> old, or roof, . or other	n://datcp.wi.gov/Environmer basement window or	nt/Working Lands I plumbing	nitiative/ for a	more inform	ation.	
D.1.g I am aware that all, or part, of the Preservation Agreement (see D. requirement in Wis. Stat. § 710.12	property is subject i.e.). Forest Crop	t to, enrolle Law: Mana	ied Forest Law Jeep o	llectneura				 ;
D.2. The owner has lived on the property	v for vears.		*	•				
D.3. Explanation of "yes" responses. (S	1			1.				
	ī							
								····
Note: Any sales contract provision re	ļ							
E. The owner certifies that the inform owner signs this report, NOTE: Wisco. a response on this report, to submit a	nsin Statute § 709 i new report or ar	1.035 requii 1 amended	es owners who, prior report to the prospec	to acceptance, tive buyer.	obtain info	rmation v	e date or which wo	i which the juid change
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REPORT content required by Wis. Stat. § 709.0. Copyright @ 2014 by Wisconsin REALTORS® A No representation is made as to the legal validity	 Speciation Drafted by 	: Attorney Del	ora Peterson Conrad	:				
	15		een Mile Road, Fraser, Michigar		v com		Clarit	y Care, Inc

ADDENDUM "A"

This Addendum is attached to a Residential Offer to Purchase (the "Offer") executed by Clarity Care, Inc. ("Buyer") for the purchase of certain real estate known as 613 W. 11th Street, City of Marshfield, Wood County, Wisconsin (the "Property").

Except as specifically modified by the terms of this Addendum, the terms of the Offer shall remain in full force and effect. If any provision of this Addendum conflicts with or contradicts any provision in the Offer, then the provision in the Addendum shall control the interpretation of the Offer and Addendum together as a single instrument. The Offer is modified as follows:

- Description of Property: The Property is known as 613 W. 11th Street, City of Marshfield, Wood County, Wisconsin, with a Tax Parcel Number of: 251-3306612.
- 2. CASH OFFER: This is a Cash Offer.
- Clarity Care, Inc.: The Buyer is a Wisconsin Non-Stock Corporation. A Company Resolution authorizing the purchase of the Property shall be presented to the Seller prior to Closing.
- 4. <u>Board Approval Contingency</u>: This Offer is contingent upon the Buyer receiving approval of this Offer from their Board of Directors on or before December 29, 2017.
- 5. <u>Municipal Approvals</u>: This Offer is contingent upon the Property being approved for all zoning and use issues by the City of Marshfield. Buyer shall be allowed to own and operate a "Home for individuals with Developmental Disabilities".
- 6. <u>Transfer Return Fee</u>: Seller shall pay the Wisconsin Real Estate Transfer Return Fee (.003% of the Purchase Price \$260,000.00 x .003 = \$780.00).
- 7. <u>Title Commitment</u>: Seller shall obtain and pay for an Owners Title Commitment from a Title Company of Seller's choosing.
- 8. <u>Municipal Letter</u>. Seller agrees to provide Buyer with written statements from the City of Marshfield verifying the status of real estate taxes, all personal property taxes, current or planned special assessments and other municipal charges affecting the Property. This statement shall be provided prior to Closing at Seller's expense.
- 9. Earnest Money. The earnest money referred to a Line 10 and 12 of the Offer shall be held by the Title Company of Seller's choosing. If the transaction fails to Close because any of the contingencies in the Offer or Addendum cannot be satisfied after a good faith effort to do so, a breach or default by Seller, or any other reason not related to Buyer's failure to person Buyer's obligations under this Offer, all

earnest money shall be immediately returned to Buyer. If the transaction fails to Close because of a breach or default by Buyer, the earnest money shall be disbursed to Seller as liquidated damages or partial payment for specific performance. Disbursement of the earnest money does not determine the legal rights of the parties in relation to this Offer.

10. <u>Legal Representation</u>: Seller and Buyer acknowledge that they have each had an opportunity to seek separate legal representation. Attorney Nathan P. Olson is representing the Buyer.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS ADDENDUM ARE INCORPORATED AND MADE PART OF THE OFFER TO PURCHASE TO WHICH IT IS ATTACHED.

SELLER:		BUYER:	
		<u>Barbara Sale</u>	Mi 12-5-11
	(Date)	Barbara Salemi, CEO Clarity Care, Inc.	(Date)



HEALTH AND HUMAN SERVICES COMMITTEE

DATE: November 16, 2017

PLACE: Wood County Annex & Health Center Classroom – Marshfield

PRESENT: Donna Rozar, Adam Fischer, Dennis Polach, Jessica Vicente, Marion Hokamp, Brad Kremer, Tom

Buttke, Eric Quivers, M.D.

EXCUSED: Lori Slattery-Smith, R.N.

ALSO PRESENT (for all or part of the meeting): Brandon Vruwink, Jo Timmerman, Stephanie Gudmunsen (Human Services Department); Sue Kunferman, Kathy Alft (Health Department); Rock Larson (Veteran Services); Reuben Van Tassel (Maintenance)

1) Call to Order

Meeting called to order at 5:00 p.m. by Chair Rozar.

2) Quorum

The Chair declared a quorum present.

3) Public Comments

• n/a

4) Consent Agenda

Meeting minutes and Human Services/Norwood Health Center narrative pulled. Motion (Kremer/Buttke) to approve the consent agenda. All ayes. Motion carried.

5) Discussion and consideration of items removed from consent agenda

- MINUTES: Adam Fischer asked for clarification of reason for a request for educational reimbursement because it was not clear in the minutes. He wanted to know if an individual was hired without meeting the requirements for the position. Brandon provided his interpretation of the job description. Brad Kremer shared similar concerns and questioned liability to the County by the supervisor's promotion of this person without certification, if required for the position. Brandon was asked to follow-up and bring clarification to the December HHSC meeting.
- NORWOOD: Brandon Vruwink provided an update in regard to a potential candidate for the outpatient clinic in Wisconsin Rapids. A special meeting will be scheduled for further discussion and consideration. Motion (Fischer/Vicente) to approve the minutes and Human Services/Norwood Health Center narrative. All ayes. Motion carried.
- 6) Financial Statements Edgewater Haven, Human Services, Norwood Health Center Financial statements were reviewed with specific questions answered by appropriate department staff.

7) Update from Ad Hoc Committee (out-of-home placement research)

Ad Hoc Committee Chair Adam Fischer shared a packet of information with Committee members with data reviewed at the November 14th meeting.

8) Human Services presentation of 2018 Behavioral Health Division Plan

Stephanie Gudmunsen presented the 2018 Behavioral Health Division Plan and described desired outcomes of program goals within the plan. Stephanie responded to Committee member questions regarding provision of services in the plan. There was a very lengthy discussion surrounding numerous fiscal issues and concerns.

9) Edgewater Haven discussion of CIP

Reuben Van Tassel provided an update with Edgewater Haven's capital improvement project and shared some preliminary cost estimates. Reuben will ask the architect to refine the numbers to the specific work needed and bring additional information to the next Committee meeting.

10) Resolution to amend WIC 2017 budget for unanticipated revenue

11) Resolution to amend Healthy Smiles 2017 budget for unanticipated revenue

Without objection, the resolutions were combined into one action item. Sue Kunferman explained reasons for variance of budgeted expenditures. Motion (Fischer/Hokamp) to support the resolutions as presented and forward to the Executive Committee for co-sponsorship and County Board for approval. All ayes. Motion carried.

12) Legislative Issue Updates

Department heads provided updates regarding issues pertaining to their departments.

13) Items for Future Agenda

The Chair noted items for future agendas.

14) Next Meeting(s)

- Special meeting scheduled for November 29, 2017, 5:00 pm, Wood County Annex & Health Center Classroom Marshfield
- December 21, 2017, 5:00 pm, Edgewater Haven Conf Room 110/Admin Building Port Edwards ... this
 is 3rd Thursday due to the holiday season

15) Adjourn

Chair Rozar declared the meeting adjourned at 7:18 p.m.

Minutes taken by Kathy Alft and reviewed by Marion Hokamp, Secretary.

Marion Hokamp, Secretary

Health and Human Services Committee

Minutes subject to Committee approval



HEALTH AND HUMAN SERVICES COMMITTEE

DATE: November 29, 2017

PLACE: Wood County Annex & Health Center, Classroom - Marshfield

PRESENT: Donna Rozar, Adam Fischer, Dennis Polach, Marion Hokamp, Eric Quivers M.D., Brad Kremer,

Lori Slattery-Smith R.N. (by phone until 6:47 p.m.)

ABSENT: Tom Buttke, Jessica Vicente

ALSO PRESENT (for all or part of the meeting): Brandon Vruwink, Jordon Bruce, Cindy Robinson, Stephanie Gudmunsen (Human Services), James Lucus (president, Arc Central), Reuben Van Tassel (Maintenance)

1) Call to Order

Meeting called to order at 5:00 p.m. by Chair Rozar.

2) Quorum

A quorum was declared.

3) Public Comments

None

4) Edgewater Haven discussion of CIP

Reuben Van Tassel and Jim Lucus presented two proposals from Arc Central Architects on the remodeling of the 3 and 5 North halls at Edgewater Haven. After much discussion with multiple questions answered, motion (Kremer/Quivers) to approve moving forward with proposal 2, which includes using Arc Central as the construction manager, with an estimated project cost of \$246,800 with project costs not to exceed \$296,500. All ayes. Motion carried. Reuben will sign the document on behalf of the County. The Chair will seek clarification on project oversight.

5) Closed Session

Motion (Hokamp/Slattery-Smith) to convene into closed session pursuant to 19.85(1)(c) Wis. Stats. with regard to compensation and 19.85(1)(e) Wis. Stats. with regard to investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session, for discussion of recruitment of the psychiatrist position; Rozar: Aye, Fischer: Aye, Kremer: Aye, Polach: Aye, Hokamp: Aye, Slattery-Smith: Aye, Quivers: Aye. Motion carried. The Committee went into closed session at 6:04 p.m.

6) Open Session

Motion (Hokamp/Fischer) to return to open session at 7:22 p.m. All ayes. Motion carried. The Committee returned to open session.

7) Next meeting

December 21, 2017, 5 pm, Edgewater Haven – Conference Room 110, Admin Bldg, Port Edwards
 NOTE: meeting moved to 3rd Thursday due to holiday season

8) Adjourn

Chair Rozar declared the meeting adjourned at 7:23 p.m.

Minutes taken by Chair Rozar and reviewed by Marion Hokamp, Secretary.

Minutes subject to Committee approval

Marion Hokamp, Secretary

The regular meeting of the Board of Directors of North Central Community Action Program, Inc. was held on Monday, October 9, 2017 at the United Way of Marathon County offices in Wausau. The meeting was called to order at 6:00 pm by President Donna Rozar.

Denis took roll:

Staff Present Absent Rotter Degner (ex) Diane Woller Mueller Pam Robinson Tony Burgess McDonald Hass Yang Rozar Kieper Nikolai Sippel Cass Mach

Roll call: Denis Burgess took roll call.

Minutes: Pat Nikolai reported an error in the attendance. Pam will make the correction in the August minutes. A motion was made by Evan Cass to approve the minutes as corrected. Second was made by Deb McDonald. Motion carried.

Membership: Patsy Woller reported Tyler moved and had to leave the Lincoln County Board. Diane will reach out to Lincoln County and ask for another member to be appointed to our Board. Diane also reported she will be reaching out to over 20 organizations to try and get additional volunteers to fill our Board vacancies.

Finance Committee: The finance committee met and reviewed August and September expenses. Pam reviewed the August Balance sheet and Statement of revenue and expenses. Pam discussed the Grants Receivable and Grant Funds Received in Advance and explained what makes up the cash in bank balance. Motion was made by Donna Rozar to approve the finance reports as printed. Second was made by Patsy Woller. Motion carried.

Community Services Block Grant: Diane discussed the 2018 CSBG application which was included as Attachment I. Motion was made by Peter Rotter to approve the 2018 CSBG application. Second was made by Holly Kieper. Motion carried. 2017 On-site Monitoring results- Diane reported there are a few items we need to get current for the Organizational standards. Diane distributed copies of our Community Action Plan. Holly Kieper asked how we came up with the annual goals and Diane explained the goals are established during the application process using budgets and prior history. Yee Yang asked why only 1 person was served thru June with \$7,473. Diane explained the direct client dollars actually come from our Skills Enhancement grant and the skills dollars allocated through CSBG are for program support costs like rent, telephone, and staffing costs including completing grant applications. Peter Rotter explained Skills grant dollars can also assist with items such as child care for individuals enrolled in the program. Diane distributed copies of the Board of Directors Roles and Responsibilities as a refresher of Board member

WOOD COUNTY HUMAN SERVICES DEPARTMENT REPORT November 9, 2017

Director's Report by Brandon Vruwink

On October 25th I along with Community Resources Manager Steve Budnik, County Board Chairman Pliml and County Board Supervisor Bill Clendenning traveled to Madison to participate in the County Ambassador Program. We had an opportunity to discuss legislative issues, and share our thoughts on future legislative priorities.

On October 30th Attorney General Brad Schimel hosted a Law Enforcement Round Table. I was pleased to join State Senator Patrick Testin, State Representative's Scott Krug, and Nancy VanderMeer along with County Board Chairman Pliml, County Board Supervisor Zurfluh and others from Wood County in participating in this discussion. We touched on a wide range of topics including the impact that drugs are having on children in Wood County. This conversation was a good start, I appreciate the time that all of our elected officials took in listening and contributing to the discussion.

We continue to work through the steps necessary to begin renovation at Edgewater Haven. Reuben has contacted an architect and he has visited the facility on two occasions so far. We expect that he will be providing an estimate within the next week; this will give us a better idea of what our options are. The overall approval process will take some time; however, we will continue to work diligently to keep the process moving.

I have begun to hold listening sessions at Edgewater Haven; this has provided an opportunity to share the wide range of services that our department provides. In addition, I have greatly enjoyed meeting the staff at Edgewater Haven. I look forward to our future discussions and the opportunity to learn more about Edgewater Haven.

Family Services Update by Beth Ferdon

The last half of October and early November have continued to be a busy time in the Family Services Division as we are continuing to see an increased level of referrals, both in the Initial Assessment and Juvenile Justice units. We are monitoring this trend, and are noting that many of these referrals, especially in Child Welfare, involve cases in which there is parental drug use. At this point the increases are within our ability to provide quality services to clients; however we are experiencing some challenges in being able to match youth in need of out of home placement to appropriate resources. We are also continuing to cooperate with statewide efforts to support us in recruiting more foster parents as the need for qualified and skilled foster parents continues to grow. We have identified some foster parents who will be trained to assist us in recruitment efforts and are developing a more comprehensive recruitment plan.

Family Services has worked very hard to have a successful transition to bringing the services formerly provided by Professional Services Group in house. The transition was official as of 11/1/17 and has been going well. Currently we are only replacing the services that were being offered by Professional Services Group, which were being used at a minimal level. Currently we are providing drug testing, electronic monitoring and in home safety checks, and our current ability to provide a more immediate results in providing drug testing information and in our ability to respond to service needs has already led to better services to youth and families. We are also planning to implement the expanded services plan for in-home services in 2018 will be

implementing the mentoring/intensive services programming beginning in January 2018.

Our Foster Care Program is continuing to plan the Winter Event for foster parents and children which is schedule for 12/5/17. The theme is "The Night Before Christmas". We are excited to be able to provide this fun time for our foster parents and staff!

Administrative Services Update by Jo Timmerman

Norwood: We are working on 2018 rates for the Admissions unit and will have those finalized in time to publish a 30-day notice of rate increase.

Norwood expenditure and revenue projections for 2017 have been reevaluated. Revenues have been affected by a combination of lower census levels in July and August, as well as a shift in the payer mix from earlier projections that had been based upon YTD figures at the time. Census could improve as we progress through the fourth quarter. Payer mix is always a fluid element, dependent upon what payer sources our patients present with.

<u>Community</u>: Work on our divisional restructuring is progressing as we continue to assess staffing needs across the agency, both existing and emerging.

With our latest TCM program upgrade we have encountered glitches in our PPS state reporting functionality. Staff is working with our IT programmer to resolve these issues.

We encountered an issue with our eWISACWIS state reporting system as well. With the county's recent upgrade to Windows 10 a compatibility problem occurred between our system and the state's system. It was determined that the problem was on the state's end and they are working to find solutions. Fiscal staff worked with our IT Department to find a temporary work-around so that we can continue to meet our reporting deadlines.

Preparatory work has begun on 2018 outside service provider contracts.

We are still waiting for notification of our final WIMCR/CCS settlement payments for 2016 services.

Our IDP report for additional funding is due 11/17/17.

The state has posted an informational Memo related to changes in the CARS (State Aid reporting system) that will go into effect for 2018.

Client accounts have been reviewed for collections and a compilation of accounts have been recommended for registration to the TRIP system for further collection efforts.

Personnel: We have begun the recruitment process to fill our open Receptionist position for the Outpatient Clinic.

<u>Edgewater</u>: Our Billing Clerk and our Accounts Receivable Supervisor attended a Medicare billing training on October 25th. Training was conducted on both Part A and Part B billings; staff reported back that it was an extremely good and beneficial training.

We continue to review service contracts at Edgewater.

Community Resources Update by Steve Budnik

<u>Transportation</u>: The Wood County Transportation Program held a safety and dementia training for the volunteer drivers so that when they are transporting residents in Wood County the passengers are treated safely and with the highest level of service. Angela Schlagenhaft, Transportation Coordinator, did a remarkable job at presenting the dementia material for the training and coordinating this event. The volunteer drivers appreciated her impactful lessons and advised they will be able to utilize the resources provided.

<u>Income Maintenance</u>: The Northern Income Maintenance Consortium received a complimentary phone call to thank Sara Smits for her high level of customer service, respect and dignity that she conveyed during a phone call. The Income Maintenance Consortium does not receive an influx of "thank you" calls so we are extremely pleased to receive this feedback. We are proud and thankful of the work Sara does for the consortium.

<u>Energy Assistance</u>: The Energy Assistance program has been thoroughly processing Energy, Heat and Furnace applications in addition to everyday crisis submissions. This is the busiest time of the year for the Energy Assistance department yet Amy Robinson, Lead Energy Worker, made time to conduct a home visit for an Amish family whom has limited transportation making it difficult to apply for benefits. She was able to immediately process their heating application so they could purchase wood and had the opportunity to heat their home. I am thankful for Amy's desire to always find time to put the customer's needs first.

<u>Child Care Certification</u>: The Child Care Certification program recently received an administrative review from DCF (Department of Children & Families). The state auditor recognized Jill Jerabek, Child Care Certifier & Volunteer Coordinator, as having strong operational performance in how she coordinates and conducts her day care visits and audits. Jill's ability to provide a lasting relationship with these child care providers has positively impacted our community. Jill is Wood County's only Child Care Certifier and we are thankful for her work with this program.

Norwood Health Center Update by Jordon Bruce

We have seen a tremendous amount of activity and interest for the Psychiatry positions. In October I interviewed two candidates for the Treatment Director position. We have a candidate from the Chippewa Valley interested and this candidate could potentially start before the end of the year. The Psychiatrist that we placed an offer out to has been in contact with me but has not accepted or declined. As it stands right now, he would be our second choice. The third candidate that I interviewed in late October is a great candidate however with the other two stronger candidates ahead of him we have not made an offer to him yet. We have a strong candidate for the Outpatient Psychiatry position that will be onsite for four days the second week of November. If that visit goes well we will look to make an offer to that candidate.

<u>Pathways Update</u>: The month of October we averaged 3.0 overflow mental health patients and 2.81 TBI patients. We had one TBI referral in October.

Our Crossroads census maintains at capacity and our census was full at 16 the entire month.

We have met with the State Engineer and Architect for the Edgewater renovations to get the TBI space ready for moving. Once we identify a timeline it will give us a better idea of when we will have the other space available and we can have discussions with our committee on potential service

lines to replace the TBI unit at the Annex. We will also be able to work on licensing needed for the TBI unit at Edgewater Haven once we have a better idea on a potential move date.

Norwood Nursing Department by Liz Masanz

Liz, Kristi and Krissy attended the Mental Health and Substance Abuse annual training in the Dells the end of the month with some great speakers and networking. We are continuing to work on some of the new Mega rule changes coming again this November for the long term care unit. Jordon, Liz and Maria will be attending additional training on the Mega Rule changes in November and attending the annual Focus 2017 Long Term Care training meeting in the Dells.

Norwood Maintenance Department by Lee Ackerman

We have been short staffed this month; our only full-time employee has been out with an injury. We have been covering the high priority needs and time sensitive requirements, but have pushed back preventative maintenance and lower priority needs for now.

I had a meeting with BSG (housekeeping service) district manager regarding issues with getting waxed floor maintenance done. To assist, I created a map of the building, highlighting all areas requiring service and discussed it with her. She developed a schedule that both the floor tech and I can check to ensure completion.

There is a substantial rebate available through Focus on Energy that promises to fully reimburse the cost of converting our Gym lights to LED. We expect the cost to be \$1280 and will do the labor ourselves. This will reduce the usage from 455 watts per fixture down to 54 watts each; there are 16 fixtures.

Norwood Dietary Department by Larry Burt

Congregate meals for the month of October totaled 10,752. Year-to-date totals are 107,521 meals. Total revenues through October: \$485,949.

Norwood Health Information Department by Jerin Turner

October marks the start of the 4^{th} quarter and the start of official monitoring of QAPI indicators. We will be focusing on monitoring/auditing our indicators to prepare in report form for the next quarterly QAPI meeting in January. Areas of focus include patient centered dietary choices and admissions unit treatment plans. There will be a QAPI project starting on both.

Plans are underway for auditing tray temps and food choices in response to patient survey results. The admissions unit is helping with some of these.

Medical records will be starting to catalog our patient index cards into matrix as part of a project to make our master patient index electronic.

October 2017 Referrals for TBI Unit

Date	From	Patient	Status	Additional Info (Insurance/appropriate)
	Select Specialty	85 yo		
10/18/2017	Hospital	female	declined	Medicare, brain injury not primary

Edgewater Haven Update by Cindy Robinson

In the month of October we had 16 admissions and 5 readmissions. Current census on the Behavior Wing is 8 residents.

Census comparison to last year:

October 2016 - 52.58 average census with 6.74 rehab

October 2017 - 55.23 average census with 10.58 rehab

Admissions/Discharges Comparison:

October 2016 - Admissions 15/Discharges 6/Readmissions 7

October 2017 - Admissions 16/Discharges 9/Readmissions 5

The month ended on a high note with notification from the Department of Health Services/Division of Medicaid Services that our new Medicaid rates were calculated. The current rate was \$147.76; retroactive back to 7/1 would be \$157.20. Effective 10/1: Increased *again* to \$157.95.

On that same note, because we want to stay focused on capturing opportunities to increase CMI, the Administrator, DON, MDS Coordinator and Nursing Supervisor attended a MDS training session in Tomah on October 25.

On October 3, the first planning session was held for the CIP project and it has continued to progress. Jim Putman, State Engineer/Architect, came to Edgewater on October 24 for his recommendations and state requirements. He indicated we would need to hire an architect and have plans approved by state. Administrator had a meeting with discharge planners at Aspirus Hospital in Wausau and discussed the TBI coming to Edgewater in 2018. The Neurologist were informed and very excited for the opening.

<u>Marketing September 2017</u>: We continue to do on-site visits to hospitals as well as our regular monthly and weekly marketing events. Brochures were taken to key referral sources and/or locations.

I attended Blood Pressure clinic with nursing staff for additional marketing. Posters were disturbed locally inviting the public to our Halloween Party on Saturday, October 28. It was very popular and well attended. Most importantly, it was loved by the residents.

CVSO Report to the Wood County Health and Human Services Committee

Meeting Date: November 16, 2017

Caseload activity for October - 16 new veterans served. During the month of October we completed 357 federal forms:

- 30 intent to file a claim (this marks the effective date while we assist the veteran in gathering all the required supporting documentation)
- 2 Notice of Disagreement (appeal)
- 19 new claims for disability compensation
- 6 new claim for pension
- 3 new claim for surviving spouse benefits (DIC or surviving spouse pension)
- 2 new applications for VA Healthcare
- 39 appointment of Claimants Representative (POA for American Legion, VFW, DAV etc.)
- 18 burial and marker applications

Activities:

- 1. Completed as of November 9, 2017:
 - a. October 20 QPR (Question, Persuade, Refer) suicide prevention training in Waupaca for two staff members.
 - b. October 25 Wisconsin Counties Association's Counties Ambassador Program (CAP) day in Madison.
 - c. October 26 Outreach event at the Atrium- Veterans program to support the Never Forgotten Honor Flight.
 - d. October 27 Poverty simulation exercise with the Homeless Coalition at Lincoln High School.
 - e. November 3 Woman Veterans Round Table Summit in Wausau WI.

2. Near Future:

- a. November 11 Wood County Veterans Memorial ceremony/dedication program at the Courthouse.
- b. November 16 State Assembly Committee on Veterans and Military Affairs hearing on:
 - i. Assembly Bill 436 Relating to reducing the eligibility threshold for disabled veteran's property tax credit.
 - ii. Assembly Bill 520 Relating to state hunting and fishing fees for the Conservation Patron license fees for resident and no-resident veterans awarded the Purple Heart or awards of higher precedent.
 - iii. Assembly Bill 585 Relating to adding certain at risk veterans to the Department of Justice Alert Network.
- c. November 29 UW Extension Visioning Session.
- d. November 30 Mid-State Technical College Community Conversations, Facilitating Lifelong Learning.

Office updates:

1. Wood County veteran hiring initiative: No progress in this reporting period

Agenda Item 4b – Consent Veterans Department Head Narrative page 2

- 2. New Veterans Office remodel goes into phase II. With the move of the data center to the second floor phase II of our office build out is beginning. No movement to date as this is still one or two working pieces of the network still operation out of the old data center.
- 3. We are working on the Wood County Veteran Services Facebook page with IT, it has had some quirks because of security and business account type things but IT has been working diligently on making sure they hand any issues that we have in a timely manner. The two people who are authorized to post and or add content are Rock Larson and Leita Sosin. We are posting only Veteran related topics from other sources hoping to reach as many people as we can.
- 4. Benefit information. Apportionment of a Veterans benefit. The VA has a program where the family members can petition the VA for a portion of the veterans benefit based on the veteran's financial obligation to a family member. This can be a spouse or in most cases a minor child. This apportionment is not based on a court order the VA determines based on the self-reported financial status of the household of the veteran and the household of the other family member. Last year our office became involved in a case where the veteran was incarcerated leaving minor children in the custody of a former spouse. When a veteran is incarcerated for more than 60 days the VA reduces their VA benefits (to \$0 if it is a pension or \$133 (10% Level) if a service connected disability) in this veterans case the rating of 80% or \$1,829 per month was reduced to \$133. Leaving nothing for the children's support. The initial application for apportionment was denied based on the VA's interpretation that there was sufficient household income to provide for the children. In working with the judge, child support and the community parent we resubmitted the claim with additional evidence. After a year the VA finally made a decision and apportioned \$1695 per month to the children (back to October 2016 \$20,340 retroactive payment). This will accomplish two things the children will be provided for during the incarceration and the veteran will not have a huge child support arrearage to overcome along with the other problems associated with release from prison.

Health Department Report November 16, 2017

If you have any questions about this report, please contact Sue Kunferman at 715-421-8928 (W) or 715-213-8493 (Cell) or skunferman@co.wood.wi.us

ADMINISTRATIVE REPORT - SUE KUNFERMAN, RN, MSN

- We are in the process of completing staff performance evaluations.
- I am planning on attending or having Nancy Eggleston attend most Conservation, Education, and Economic Development (CEED) Committee meetings in an attempt to keep up to speed with groundwater quality initiatives and ensure close collaboration between the Land and Water Conservation Department and our agency.
- I have been communicating with long-term care facilities, hospice agencies, and home health agencies about new requirements issued by the Centers for Medicaid and Medicare Services (CMS) around emergency preparedness. We had a virtual tabletop exercise to introduce the topic and the WI Department of Health Services has developed toolkits to help them comply with the new requirements.
- I continue to work with the City of Wisconsin Rapids on their Green Tier Legacy project, which involves conducting a Health Impact Assessment of the Triangle project.
- I am also continuing work with local health care providers on how we can access de-identified electronic medical record data to help inform our public health work and establish priorities. This data will also help us to evaluate the effectiveness of existing programming and identify gaps.

COMMUNITY HEALTH IMPROVEMENT PLANNER REPORT - KRISTIE RAUTER EGGE, MPH

Healthy People Wood County (HPWC)

HPWC coalitions will be hosting a summit on January 30th from 9am-2pm at Hotel Mead. Participants will learn how HPWC is addressing identified community health priorities. Training will also be provided on health equity. Lunch will be provided; RSVP to healthypeoplewoodcounty@gmail.com.

One of the strategies for HPWC to recruit coalition members is to expand our communication plan. This includes a quarterly newsletter that will go out to coalition members. The first newsletter was sent out in October.

Brighter Futures

Discussions continue around the needs of our communities in early childhood prevention initiatives, including home visiting and other family support programs. An all-in-one referral/outreach form is being created to better help families get connected with support programs during pregnancy thru the child's fifth birthday. The coalition is working to strengthen partnerships to move agenda items forward. The coalition is working to collaborate with the Early Years coalition to create an awareness of the importance of business investment in early childhood. Utilizing data analysis and statistics software, the Online Youth Risk Behavior Survey (OYRBS) data for Wood County is currently being analyzed by the team. The use of this software will make the data more useful in showing trends and risk ratios.

Mental Health Matters

The month of October was used for a brief respite for the sub-committees. We decided that instead of holding sub-committee meetings, we needed to take a step back and set up monthly standing meeting times for each one. They are as follows:

- Adverse Childhood Experiences and Trauma Informed Care: 2nd Wednesday of each month from 9:00 AM to 11:00 AM
- Question Persuade Refer and Suicide Prevention: 3rd Thursday of each month from 10:00 AM to 12:00 PM
- Community Resources: 4th Tuesday of each month from 9:00 AM to 11:00 AM
- Faith Community: 3rd Wednesday of each month from 1:00 PM to 3:00 PM

The Healthcare Integration Sub-Committee may be setting up a standing meeting down the line, but for now we are still trying to establish the group. In spite of the sub-committees not meeting, there was a full coalition meeting on the 5th. We spent meeting time going over the Action Diagrams that are being developed by the sub-committees as well as methods to bring more people to the table. Overall, we felt there was a need to build up the full coalition to help boost attendance both at the full coalition meetings and for the sub-committees. There is also a monthly meeting of the four coalition coordinators to come together and discuss what is happening among each coalition. We have discussed how to continue recruiting members to our coalitions as well as how to retain coalition members. We are still discussing strategies of how to achieve our goals to build strong consistent coalitions. Outside of the traditional Mental Health Matters coalition meetings, coalition partner meetings were attended. These meetings were the Clubhouse Board meeting, the Meeting of the Ministries, Love INC, and the Nekoosa

School district. During these meetings the Mental Health Matters coalition objectives and goals were reviewed to better gauge continued interest with partners and possibly recruit new members.

A running project that has been of interest to both internal and external mental health teams is the Trauma Informed Care (TIC) Toolkit. The Toolkit is hopefully going to be a useful tool for helping organizations to become more trauma sensitive. Essentially, the Toolkit will be a step by step process in which organizations can start implementing strategies to become safe and supportive sites of healing to avoid re-traumatizing clientele and employees. To get some more expertise insight on our TIC Toolkit we invited Scott Webb from Wisconsin Department of Health Services who is the Wisconsin's Trauma Informed Coordinator.

AOD Prevention Partnership

The Wood County Drug Task Force met and brought up concerns with hotels and motels in the Wisconsin Rapids area that have had a high number of complaints due to drug activity taking place. There was discussion around enforcing the nuisance ordinance to hold landlords or owners accountable for their tenants. A presentation by Lonnie Selje, Helping Hands Gospel Mission, addressed the high need in the community for housing those in recovery and access barriers to other community resources. Each pillar was asked to look at the five pillars (harm reduction, law enforcement, prevention/education, treatment and workforce) to determine if each should remain separate or if some could combine. The decision was to keep them separate and continue with the five pillar model.

The Marijuana Workgroup met to strategize efforts and form an action plan for the upcoming year. The group is interested in working off of current efforts to prevent marijuana use and plans to bring in a narcotics officer from Colorado to present on the impact marijuana has had in their state. Following this presentation, the group intends to ask students to develop a youth prevention campaign theme to potentially promote throughout the county. An educational brochure is being developed in collaboration with Marshfield Clinic Health System and Marshfield Area Coalition for Youth.

ENVIRONMENTAL HEALTH REPORT - NANCY EGGLESTON, R.S.

New Business and Change of Operators

Grma's Kitchen in Marshfield is operating primarily as a bakery, with a small amount of restaurant food. Need'le Little Retreat is a tourist rooming house in Wisconsin Rapids. Spike's in Pittsville has a new owner. Norby's Nook opened as a tourist rooming house in Wisconsin Rapids. Babcock Café also is opening with a new owner.

Staff Training

Kate Carlson attended HACCP (Hazard Analysis Critical Control Point) training in Green Bay. This training covered food flow on site at a restaurant from delivery to plate. Critical control points of risk factors in food preparation were identified, with the intention of eliminating this hazard in the food preparation flow. If errors are made during a process step, appropriate corrections are determined to eliminate the risk to health. Kate, Greg, and Nancy attended a Lead Hazard Investigator refresher course. We are now certified to do lead inspections for another two years. Greg and Logan attended the Wisconsin Environmental Health Association's annual conference. The conference covered identification of health hazards, use of state rental equipment, radon, mold, lead, emergency preparedness, and occupational health. The second two days dealt with food safety, food security, outbreak investigations and the link to the CDC, mercury spills, lead contamination from old smelting operations, and the Flint water crisis. Tim and Mariah worked with DNR personnel on water sampling, DNR data entry, and conducting sanitary surveys.

Pumpkin Fest

Logan inspected seventeen food stands at Pumpkin Fest in Nekoosa. All stands were in good condition at the time of the inspection. This is the last major event in this calendar year.

Complaints

Seventeen complaints were received and investigated in Wood County in October:

• 3 mold cases were logged in November. In one case, the landlord is allowing the family to move out without an additional charge. Another tenant with a mold complaint in Port Edwards moved but retained evidence of the mold. We will re-open this complaint if new tenants also have issues. Another mold complaint was made by Human Services. The home was purchased by the parent who had gone through the home a couple of times prior to purchase. No one is experiencing health issues at this time. They were given cleaning information and the complaint was closed.

- 2 bed bug complaints were received. One complaint was regarding an apartment in Marshfield. A pest control firm is working with the landlord. Another complaint came in regarding an apartment complex in Marshfield. The owner purchased commercial grade heaters for heat treating apartments to eliminate infestations. Each apartment is being treated.
- A complaint was logged regarding sewer pipes and a water issue in the basement of a home in Nekoosa. The landlord is working with a plumber to correct the problem. We will re-inspect when work is done.
- A complaint was received regarding garbage and bird droppings around the dumpsters at an apartment complex in Port Edwards. Complex manager is touring the area with the maintenance man and will take care of the situation.
- A complaint came in regarding no water at a unit in a Manufactured Home Community. The tenant owns the home. Greg and Logan were on site and found there is no water, there are numerous cats and dogs and an accumulation of animal feces and no water to clean up. This complaint is ongoing.
- A complaint was made regarding two adults living in a manufactured home with numerous cats, a flea infestation, and feces present. They own the home and APS already assessed that they are competent. The Humane Society will not take the cats so this case cannot be resolved at this time.
- A complaint was called in by a former employee of a Wisconsin Rapids restaurant. The caller complained of mold in the restaurant. Minimal mold was found upon inspection.
- A complaint came in regarding spoiled food at a restaurant in Wisconsin Rapids. An onsite visit was made and no food was spoiled, items were date marked, and there was no proof of any issues with their food supply. No further action necessary.
- A caller complained of illness following a meal at a fast food restaurant. No other complaints were received regarding this restaurant, so a foodborne illness investigation was not initiated. The illness may not have been caused by this food. No further action on this needed.
- A caller claimed she became ill after eating at a Wisconsin Rapids restaurant. No other complaints were received by the establishment or our department about illness following eating at the restaurant so complaint was closed.
- A complaint came in from a healthcare establishment about bed bugs that came in with a patient. They
 decontaminated and called us. We provided information about a bed bug control plan and pest control was
 called in. Case resolved.
- A complaint came in regarding dirty carpeting in a hallway and a lack of hot water in the men's restroom at a
 Wisconsin Rapids restaurant. There is an ongoing dispute between neighboring businesses. The restroom
 does have hot water. Both parties were contacted regarding the situation, and the restroom situation was
 resolved. Complaint closed.
- There was a complaint regarding the living conditions for children in a home in Milladore. There were 17 cats, 2 dogs, and garbage present in the home. An abatement order is being written for cleanup of the home.
- A complaint came in from Marshfield Utilities about a home in foreclosure that has not had electricity since May.
 The tenants had been using a generator for power. Water was shut off a week ago. Complaint is under investigation.

COMMUNICABLE DISEASE TEAM REPORTS

Communicable Disease Update - Jean Rosekrans & Alecia Pluess

- During the month of October, Wood County had 22 cases of chlamydia and 4 cases of gonorrhea reported. Five cases of Hepatitis C and 2 cases of Hepatitis B were also investigated.
- Four cases of campylobacter, 1 case of giardia, 2 cases of salmonellosis, 3 cases of cryptosporidiosis, and 1 case of E. coli were investigated.
- Tick-borne diseases are decreasing. During October, Wood County had 12 suspect cases of Lyme disease and 1 case of anaplasmosis.
- Wisconsin's influenza-associated hospitalizations at this time of the year are higher than the previous 5 influenza seasons. Providers are beginning to test for influenza, but Wood County has had no hospitalized influenza cases thus far.
- A presentation was done for participants in the Human Services Day Treatment Program on the topics of Hepatitis C and sexually transmitted infections.
- The health department has been working with Wood County schools on proper submission of the School Report to Local Health Department immunization compliance reporting forms. Forms will be forwarded to the State Department of Health Services in November.
- Jean attended the STD Conference in Wisconsin Dells on October 26th.

 Jean and Alecia met with Ashley O'Keefe, the new Infection Preventionist with Aspirus Riverview Hospital, to discuss communicable disease reporting in the State of Wisconsin.

<u>Lead Update – Jean Rosekrans</u>

• In October, Jean had 1 home visit for a child with an elevated lead level.

FAMILY HEALTH AND INJURY PREVENTION TEAM REPORTS

Caring Hands- Erica Sherman

This fall's Caring Hands training will be presented by Dr. Richelle Hoekstra-Anderson and is entitled 4 Steps to Creating a Balance in an Unbalanced World. The training will focus on creating balance in life and maintaining mindfulness in the stress of work and home. Presentations will be offered on November 1st from 6:30-8:30pm at Mid-State Technical College Auditorium in Wisconsin Rapids and again on November 14th from 6:30-8:30pm at the Streitel Conference Center at Marshfield Medical Center (formerly St. Joseph's Hospital). Pre-registration is required (715-423-4114).

Lactation - Amber France

The Wood County Breastfeeding Coalition partnered with Altenburg's Farm to host Family Fun Day. The day included activities such as professional photos offered to families for a low cost and face painting. The purpose is to raise awareness for breastfeeding support, and the farm showing support of the work that is done around breastfeeding in the community.

WOMEN, INFANTS AND CHILDREN (WIC) REPORT - AMBER FRANCE, MS, MPH, IBCLC

Wood County WIC hosted a WIC Open House on Monday October 30th. The event included story time and crafts by McMillian Memorial Library, face painting, flu shots, tour of the WIC office, and information on car seats and oral health.

Caseload for 2017 (Contracted caseload 1382)

	<u>Dec</u> 2016	<u>Jan</u>	<u>Feb</u>	Mar	<u>Apr</u>	<u>May</u>	<u>Jun</u>	Jul	Aug	<u>Sep</u>	Oct Nov
<u>Active</u> (initial)	<u>1336</u>	<u>1348</u>	<u>1368</u>	<u>1394</u>	<u>1371</u>	<u>1368</u>	<u>1388</u>	<u>1367</u>	<u>1454</u>	<u>1444</u>	<u>1394</u>
Active (final)	<u>1343</u>	<u>1368</u>	<u>1380</u>	<u>1394</u>	<u>1371</u>	<u>1391</u>	<u>1389</u>	<u>1423</u>	<u>1454</u>	<u>1446</u>	
<u>Participating</u>	<u>1411</u>	<u>1439</u>	<u>1474</u>	<u>1467</u>	<u>1475</u>	<u>1482</u>	<u>1472</u>	<u>1496</u>	<u>1539</u>	<u>1512</u>	<u>1510</u>

Minutes of the Wood County Public Safety Committee

DATE:

November 13, 2017

PRESENT:

Mike Feirer, Dennis Polach, Joe Zurfluh, Brad Hamilton, Bill Winch

EXCUSED:

OTHERS

Bill Clendenning, Lori Heideman, Kelli Trzinski, Nanci Kinney, Steve Kreuser,

PRESENT:

Sarah Christensen, Thomas Reichert

LOCATION: Wood County Annex and Health Center - Marshfield

1. Call to Order:

Mike Feirer called the meeting to order at 1:00 p.m.

2. Review minutes of October 9, 2017:

Motion by Hamilton, second by Zurfluh to approve the minutes of the October 9, 2017 meetings as presented. Motion carried unanimously.

3. Public Comments:

No public comments

4. Emergency Management Department:

a. Communications October 2017 Claims:

The Committee reviewed the Communications October 2017 claims.

b. Communications Report:

Steve discussed microwave link from the Annex in Marshfield to the Courthouse. He discussed working with the City of Marshfield on a solution to the problems they are having with the coverage of their portable radios.

c. Emergency Management October 2017 Claims:

The Committee reviewed the Emergency Management October 2017 claims.

d. Emergency Management Activity Report:

The Committee reviewed the Emergency Management activity report.

5. Dispatch Department:

a. Dispatch October 2017 Claims:

The Committee reviewed the Dispatch October 2017 claims.

b. Dispatch Report:

The Committee reviewed the Dispatch Report as presented.

c. Staff Update:

Lori talked about the 2 new hires and that they are working out well. Discussed the 911 calls that "didn't" come in. One was due to a non-working telephone on the callers end. Lori answered questions as to why the phones seem to be down, and then working quite a bit recently. She explained that it is because of the update to the data center and bugs that are getting worked out. Answered questions on her report regarding new alerting systems. Lori stated that they will be losing a dispatcher due to her husband accepting a position outside of the area. They are looking to hire that position in January.

6. Set date, time and location of next meeting:

December 11, 2017 12:00 pm Wood County Courthouse Room 114

7. Humane Officer:

a. Humane Officer Report:

The Committee reviewed the Humane Officer report.

b. October 2017 Claims:

The Committee reviewed the Humane Officer October 2017 claims.

8. Coroner:

a. Coroner Report:

Coroner absent from meeting.

b. October 2017 Claims:

The Committee reviewed the Coroner October 2017 claims.

9. Sheriff's Department:

a. Correspondence:

Sheriff Reichert stated Bill Winch stopped by the Sheriff's Department and discussed the actions he is taking on the Amish buggy situation. Bill stated he has gone to Peter Kastenholz regarding passing a resolution and/or ordinance regarding Amish buggies. Bill would like to see bigger windows, driver's education for the Amish, licenses plates on buggies, age restrictions, and for the Amish to follow the rules of the road set in place by the State of Wisconsin.

Sheriff Reichert spoke to the committee about the upcoming trial regarding the lawsuit brought on by former employee Janis Waite.

Sheriff Reichert spoke to the committee about the grievance being filed by the Deputies' Association.

b. October 2017 Claims:

The Committee reviewed the Sheriff's Department October 2017 claims.

c. Bond Electronic Monitoring:

Sheriff Reichert stated there has been a tremendous increase in electronic monitoring due to jail overcrowding/extremely high number of inmates. There are currently over 40 inmates on electronic monitoring and this is saving money for the county; however the jail is still crowded.

Sheriff Reichert spoke to the committee about all of the Huber inmates now being on electronic monitoring with the exception of a few who do not qualify for various reasons. The cells that were used for Huber inmates are now currently being used to house regular inmates.

Sheriff Reichert spoke to the committee about him and jail administration working with Probation and Parole on getting inmates in and out of the facility faster when available.

Sheriff Reichert spoke to the committee about him and jail administration looking into other options for housing inmates.

Sheriff Reichert and the committee discussed the long term solution to the jail overcrowding.

d. Updates:

Crimestoppers: None.

Safe Ride Initiative: None.

Criminal Justice Task Force: None.

K9: See Report-Sheiff Reichert stated the ACACIA fundraising has been going good.

Courthouse Security: Sheriff Reichert spoke to the committee about deputies starting courtroom security duty. This duty will be on days deputies have court. The deputy will stay a determined amount of hours and monitor the 3rd floor.

e. Jail Items:

All jail reports were reviewed..

10. October 2017 Claims: Dispatch, Communications, Emergency Management, and Sheriff:

Motion by Zurfluh, second by Hamilton to approve the October 2017 claims of all Public Safety Committee Departments. Motion carried unanimously.

11. Agenda Items:

12. Adjourn:

Committee went into closed session at 2:10 p.m.

Motion by Hamilton, second by Winch to adjourn at 2:47 p.m. Motion carried unanimously.

Minutes taken by Wood County Sheriff's Department.

Electronically Signed by William Winch

Bill Winch, Secretary Public Safety Committee CIVIL SERVICE COMMISSION MEETING
December 5, 2017
Wood County Courthouse - Room 115
Time: 5:30PM

Members Present: Mike Meyers, Chairman

Marvin Kohlbeck Lee Kauth Diane Lieber Lee Garrels

- 1. Chairman Meyers called meeting to order at 5:30 PM.
- 2. No public comments.
- 3. Lee Garrels was asked to serve another term as a member of the Committee. He did agree to this.
- 4. Sheriff Tom Reichert gave an update on the status of Department personnel. He does not expect any openings in upcoming months. Committee will be notified of any changes.
- 5. There was no other business to bring before the Commission.
- 6. Motion by Lieber to adjourn at 6:30P. Second by Kauth. Motion carried.

WOOD COUNTY DATE December 19, 2017 ORDINANCE# Public Safety, Judicial & Legislative, and Highway Infrastructure & Recreation Committees ITEM# DATE December 19, 2017 Effective Date Upon passage and publication Public Safety, Judicial & Legislative, and Highway Infrastructure & Recreation

Motion:		Adopted:
1 st		Lost:
2 nd		Tabled:
No:	Yes:	Absent:
Number	of votes require	ed:
X	Majority	Two-thirds
Reviewed	1 by: <u>PAK</u>	, Corp Counsel
Reviewed	l by:	, Finance Dir.

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NO YES 1 LaFontaine, D 2 Rozar, D 3 Feirer, M 4 Wagner, E 5 Fischer, A 6 Breu, A 7 Ashbeck, R 8 Kremer, B 9 Winch, W 10 Henkel, H 11 Curry, K 12 Machon, D 13 Hokamp, M 14 Polach, D 15 Clendenning, B 16 Pliml, L 17 Zurfluh, J 18 Hamilton, B 19 Leichtnam, B

INTENT & SYNOPSIS: Establishing regulations for the use of animal-drawn vehicles so as to protect public safety.

LAD

FISCAL NOTE: Nothing direct; as with the establishment of any regulation there are the costs of publication in creating the ordinance and potential nominal costs and revenues associated with its enforcement but the true fiscal impact to the ordinance is the savings to the public by the enhancement to the safety of roads in the county by compliance with the provisions in the ordinance. As with other vehicular safety measures, like airbags and seatbelts, the savings to individuals and to society are difficult to measure but they certainly exist.

WHEREAS, Wood County has seen more than its share of accidents and deaths associated with the use of animal-drawn vehicles on public roads, and

WHEREAS, oddly, the state does not yet comprehensively regulate animal-drawn vehicles via the Motor Vehicle Traffic Code and, therefore, this ordinance is established in conformity with and pursuant to Wis. Stat. s. 349.03(1)(a), and

WHEREAS, the level of use of animal-drawn vehicles in Wood County appears to be much higher than most other counties across the state and, therefore, Wood County has a special interest in addressing the public safety issues associated with the use of such vehicles, and

WHEREAS, Wood County has studied how to address the public safety issues associated with animal-drawn vehicles using public roads and is intent on doing so in a manner that does not discriminate on religious grounds against those who use animal-drawn vehicles for faith-based reasons, and

WHEREAS, Wood County officials have shared with the leaders of the religious groups in the county, whose members are likely to use animal-drawn vehicles on public roads, the need for the regulations being proposed here to obtain their input and buy-in to the need for such regulations, and after incorporating the ideas and perspectives of all involved, have concluded that such regulations are necessary, and

WHEREAS, Wood County already has a chapter of ordinances dealing with traffic-related matters and the regulations set forth here would fit therein and the penalty provisions already in existence at Wood County Ordinance s. 222.05 are adequate to cover the new regulations being created here.

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY ORDAINS AS FOLLOWS:

WOOD COUNTY		ITE M #	3- [
		DATE	December 19, 2017
() ORDIN	ANCE#	Effective Da	te: Upon passage and publication
	Public Safety, Judicial &	Legislative, and Highw	yay Infrastructure & Recreation
Introduced b	y Committees		

SECTION 2. This ordinance shall take effect upon passage and publication and the Wood County Clerk is hereby directed to publish this ordinance as provided for by law.

222.035 REGULATIONS AS TO THE USE OF ANIMAL-DRAWN VEHICLES ON PUBLIC ROADS

- (1) Purpose and Authority. Wisconsin statutes do not currently generally regulate the use or design of animal-drawn vehicles on public roads despite the need for such regulations in some areas, including Wood County. Wis. Stat. s. 349.03(1)(a) grants a county board authority to enact and enforce traffic regulations if they are not contrary to or inconsistent with Wis. Stats. Chapters 341 348 and 350. In order to protect the public safety, the regulations set forth herein are intended to protect the safety of all users of the roads within the county, including those persons who use animal-drawn vehicles. This ordinance is not to be construed or applied in a manner that would be contrary to or inconsistent with Wisconsin law.
- (2) Definitions. Within this subsection, the terms and phrases shall have the meanings set forth here. The definitions set forth in Wis. Stat. Ch. 340 are incorporated by reference.
 - (a) "Animal-drawn vehicle" means a vehicle that is pulled by a horse or other non-human animal.
 - (b) "Operator of an Animal-drawn vehicle" means a person who is responsible to exercise control of an animal when the animal is pulling an Animal-drawn vehicle on a highway.
- (3) Regulations.
 - (a) Operators. A person may not operate an Animal-drawn vehicle on a highway unless they have a valid operator's license (a 'driver's license') issued by the Wisconsin Department of Motor Vehicles.
 - (b) Use of Animal-drawn vehicles. The Operator of an Animal-drawn vehicle shall comply with rules of the road set forth in Wis. Stat. Ch. 346, except for the minimum speed restrictions contained in Wis. Stat. s. 346.59.
 - (c) Financial Responsibility. The Operator of an Animal-drawn vehicle shall comply with the financial responsibility rules applicable to the operators of motor vehicles that use the highways, as set forth in Wis. Stat. Ch. 344. This obligation includes maintaining vehicle liability insurance and possessing evidence of that insurance at all times the Animal-drawn vehicle is being operated on a highway.
 - (d) Mandatory equipment. Vehicles drawn by animals are generally excluded from the equipment of vehicle requirements of Wis. Stat. Ch. 347 pursuant to Wis. Stat. s. 347.02(1)(c), yet the safety of the operators and passengers of Animal-drawn vehicles, the animals pulling the vehicles and other users of the highways necessitates some minimum safety features for Animal-drawn vehicles. Accordingly, all Animal-drawn vehicles on roadways in Wood County shall have the safety features set forth below.
 - 1. Lamps and Reflectors. No person may operate on a highway during hours of darkness an Animal-drawn vehicle drawn unless the vehicle is equipped with at least one lighted lamp or lantern exhibiting a white light visible from a distance of 500 feet ahead and 2 lighted lamps or lanterns exhibiting red light visible from a distance of 500 feet to the rear and mounted in such a manner as to indicate the extreme width of the vehicle.
 - 2. Slow moving vehicle emblems. No person may operate any animal-drawn vehicle that usually travels at a speed of less than 25 miles per hour unless there is properly displayed thereon a slow moving vehicle emblem.
 - 3. A lighted flashing yellow light on the back, center top visible from a distance of at least 500 feet
 - 4. A minimum of 1 inch wide and 3 feet long reflective tape along the top and sides of the back of the vehicle.

WOOD COU	NTY	•	ITEM#	3- 4
			DATE	December 19, 2017
()	ORDINAN	ICE#	Effective Da	ate: Upon passage and publication
		Public Safety, Judicial & Legislativ	e, and Highv	vay Infrastructure & Recreation
	Introduced by	Committees		
	Page 3 of 3			

5. A rear view mirror on the driver's side of the vehicle.

6. Safety belts for the operator and all passengers in conformance with Wis. Stat. s. 347.48(1).

7. A properly secured safety seat for all children under 8 years of age, under 57 inches in height, and under 80 pounds in weight in conformance with Wis. Stat. s. 347.48(4).

8. A windshield with minimum dimensions of 24 inches by 24 inches made of shatterproof glass or plastic.

9. Windows made of shatterproof glass or plastic on both sides and the rear of the vehicle with minimum dimensions of 24 inches by 18 inches.

10. The animal pulling the Animal-drawn vehicle shall have a manure bag properly affixed so as to prevent the animal from defecating on the highway.

WOOD COUNTY



RESOLUTION#

ITEM#
DATE

December 19, 2017

Effective Date

December 19, 2017

Introduced by

Public Safety and Judicial & Legislative Committees

Page 1 of 2

Motion:		Adopted:			
1 st		_ Lost:			
2 nd		Tabled:			
No:	Yes:	_ Absent:			
Number	of votes required	•			
X	Majority] Two-third	ls		
Reviewed	Reviewed by: PAK , Corp Coun				
Reviewed	l by:	, Finance	, Finance Dir.		

		NO	YES	A
1	LaFontaine, D			
2	Rozar, D			
3	Feirer, M			
4	Wagner, E			
5	Fischer, A			
6	Breu, A			
7	Ashbeck, R			
8	Kremer, B			
9	Winch, W			
10	Henkel, H			
11	Curry, K			
12	Machon, D			
13	Hokamp, M			
14	Polach, D			
15	Clendenning, B			.,.
16	Pliml, L			
17	Zurfluh, J			
18	Hamilton, B			
19	Leichtnam, B			

INTENT & SYNOPSIS: To encourage the state legislature to enact comprehensive regulations within the motor vehicle code pertaining to the use of animal-drawn vehicles on public roads within the state.

FISCAL NOTE: The proposed regulations are designed to protect people and property but in doing so there will be significant but unknown savings to individuals, businesses, and to the government.

WHEREAS, the state's motor vehicle code, generally Wis. Stats. Chs. 340-350, addresses the existence and use of animal-drawn vehicles only a few times and then primarily to subject them to the general application of the rules of the road (346.02(2)) but not to mandatory equipment (s. 347.02(1)(c)) except for a few lights (s. 347.24(2)) and not for vehicle registration (Ch. 341), operators' licenses (Ch. 343) or financial responsibility (Ch. 344), and

WHEREAS, the lesson has been learned many times in Wood County and elsewhere throughout the state that animal-drawn vehicles can and are involved in serious accidents on roads within the state that lead to the injury and death of travelers as well as property damage and the regulations that pertain to the other users of the roads should generally apply to those using animal-drawn vehicles and to not do so is unfair and unsafe, and

WHEREAS, Wood County and other jurisdictions have studied this issue and are aware that there is proposed legislation to partially address this issue but it just isn't comprehensive in dealing with the shortcomings of the current lack of laws,

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES to go on record in requesting that there be a comprehensive update to the state's laws that deal with animal-drawn vehicles using the public roadways, including the following requirements:

- 1. Operator's Licenses. A person may not operate an animal-drawn vehicle on a highway unless they have a valid operator's license (a 'driver's license') issued by the Wisconsin Department of Transportation, Division of Motor Vehicles.
- 2. Financial Responsibility. The operator of an animal-drawn vehicle shall comply with the financial responsibility rules applicable to the operators of motor vehicles that use the highways, as set forth in Wis. Stat. Ch. 344. This obligation includes maintaining vehicle liability insurance and possessing evidence of that insurance at all times the animal-drawn vehicle is being operated on a highway.
- 3. Mandatory equipment. Vehicles drawn by animals are generally excluded from the equipment of vehicle requirements of Wis. Stat. Ch. 347 pursuant to Wis. Stat. s. 347.02(1)(c), yet the safety of the operators and passengers of animal-drawn vehicles, the animals pulling the vehicles, and other users of the highways necessitates some minimum safety features for animal-drawn vehicles. Currently, operators of animal-drawn vehicles need only have three lighted lamps on the vehicle during hours of darkness (s. 347.24(2)) and have a slow moving vehicle emblem (347.245(1)) on the back of the vehicle; this is clearly insufficient to make the vehicles safe. Accordingly, all animal-drawn vehicles on roadways shall have the safety features set forth below:

a. A lighted flashing yellow light on the back, center top, visible from a distance of at least 500 feet.

LAD

WOOD COUNTY ITEM# 3- 2 DATE December 19, 2017 Effective Date: December 19, 2017

Introduced by Public Safety and Judicial & Legislative Committees
Page 2 of 2

b. Two (not one, as is currently required) lighted lamps or lanterns mounted on each side of the front of the vehicle visible from a distance of 500 feet.

c. A minimum of 1 inch wide and three feet long reflective tape along the top and sides of the back of the vehicle.

d. A rear view mirror on the driver's side of the vehicle.

e. Safety belts for the operator and all passengers in conformance with Wis. Stat. s. 347.48(1).

f. A properly secured safety seat for all children less than 8 years of age, less than 57 inches in height and less than 80 pounds in weight, in conformance with Wis. Stat. s. 347.48(4).

g. A windshield with minimum dimensions of 24 inches by 24 inches made of shatter proof glass or plastic.

h. Windows made of safety glass or clear plastic on both sides and the rear of the vehicle with minimum dimensions of 24 inches by 18 inches.

. The animal pulling the animal-drawn vehicle shall have a manure bag properly affixed so as to prevent the

animal from defecating on the highway.

4. The current penalty structure for noncompliance should not discriminate between operators of motor vehicles and operators of animal-drawn vehicles.

BE IT FURTHER RESOLVED that the County Clerk forward a copy of this resolution to the Wisconsin Counties Association, Wisconsin Towns Association, and all state legislators representing citizens of Wood County.

MINUTES

CONSERVATION, EDUCATION & ECONOMIC DEVELOPMENT COMMITTEE WEDNESDAY, NOVEMBER 29, 2017 MCMILLAN LIBRARY, ALL PURPOSE ROOM, WISCONSIN RAPIDS WI



Members Present: Hilde Henkel, Ken Curry, Bill Leichtnam, Robert Ashbeck, Harvey Petersen

Adam Fischer was excused.

Staff Present:

Planning & Zoning Staff: Jason Grueneberg Land & Water Conservation Staff: Shane Wucherpfennig UW Extension Staff: Peter Manley, Jason Hausler, Katie Tomsyck,

Others present: Lance Pliml

- 1. Call to Order- Chairperson Hilde Henkel called the meeting to order at 10:30 am.
- 2. Public Comments. No public comments.

3. Land & Water Conservation Department

A. Review/approve change to #801-Animal Waste Storage, Nutrient Management and Groundwater Protection Ordinance. Shane Wucherpfennig overviewed the proposed changes and explained that although the wording has changed, it does not give the LWCD any more or less regulatory authority. Brief discussion followed.

Motion by Ken Curry to approve the changes to the #801 Animal Waste Storage, Nutrient Management and Groundwater Protection Ordinance. Second by Harvey Petersen. Motion carried unanimously.

B. Approve \$21,924 SEG money transfer from Adams County to Wood County. This money is specifically intended for Nutrient Management and no-till practices. Shane foresees this coming as a budget amendment sometime in 2018. Bob would like the county to have a no-till machine that people could rent out.

Motion by Ken Curry to approve the \$21,924 SEG money transfer from Adams County to Wood County. Second by Bill Leichtnam. Motion carried unanimously.

C. Review/approve Multi Discharge Variance (MDV) application. Shane Wucherpfennig explained that this is money generated by the WI DNR. In 2018, Wood County will be eligible to receive over \$80,000, which would be earmarked to do conservation work where we set the priorities. By applying, Wood County would agree to develop a Watershed Resource Plan within 14 months. Shane explained that Wood County has already received funding to develop a plan, through the 9-Key Element plan grant. There is a potential that the funds could be larger in the future. Thirty-five percent of these funds can use administratively. Discussion followed.

Motion by Bill Leichtnam to approve the Multi Discharge Variance Application. Second by Harvey Peterson. Motion carried unanimously.

4. UW-Extension

A. <u>UW-Extension Contracts</u>. Jason passed the new contract out to the committee. This is now a calendar-year contract. The biggest changes are that the contracts now include

the position titles, not the individual names of the educators. Also, the discounts for the projected vacancy positions are included in the contracts. This is to minimize the reconciliation needed later on. Jason Hausler explained that the Corporate Counsel has looked this over and given his consent.

Motion by Ken Curry to approve the UW-Extension contracts. Second by Robert Ashbeck. Motion carried unanimously.

- B. Procedure for filling open & impending vacancies. Youth and Families and Communities Extension Education openings. Jason asked the CEED committee to consider filling the two open positions by reassigning internal UW-Extension educators from other counties whose positions have been cut due to budget constraints, instead of doing an open application process. These would most likely be tenured faculty members. Extension educators whose positions have not been cut or reduced would not be eligible to apply. There would be no cost difference to the county. The committee encouraged Jason to proceed with filling the position internally.
- C. 4-H Program Coordinator update. Jason Hausler and Peter Manley will be reviewing the 19 applicants tomorrow. Jason expects the position to begin on February 1. Ken Curry and Hilde Henkel will be part of the final interviews.

5. Agenda items for next meeting

Hilde reviewed the upcoming agenda for the next meeting. There will be a closed session for personnel reviews. The final agenda will be in the CEED committee packet.

6. Schedule any additional meetings if necessary. No additional meetings scheduled.

7. Adjourn.

Motion by Ken Curry to adjourn at 11:33am. Second by Bill Leichtnam. Motion carried unanimously.

Following the meeting (approximately 12:00 Noon) a session on Envisioning Future Community Needs was held for two open Wood County UWEX positions. A quorum of the CEED Committee was present; however no action by the committee took place.

Respectfully submitted,

Kenneth A Curry, Secretary

Minutes by Katie Tomsyck, UW-Extension

Review for submittal to County Board by Ken Curry (approved on December 06, 2017)

MINUTES

CONSERVATION, EDUCATION & ECONOMIC DEVELOPMENT COMMITTEE WEDNESDAY, DECEMBER 6, 2017 WOOD COUNTY COURTHOUSE, ROOM #115, WISCONSIN RAPIDS WI

<u>Members Present:</u> Hilde Henkel, Kenneth Curry, Robert Ashbeck, Bill Leichtnam, Adam Fischer and Harvey Petersen.

Staff Present:

Planning & Zoning Staff: Jason Grueneberg and Kim Keech. Land & Water Conservation Staff: Shane Wucherpfennig. UW Extension Staff: Peter Manley.

Others Present: Dist. #14 Supervisor Dennis Polach, Dist. #15 Supervisor Bill Clendenning, Sue Kunferman (Wood County Health Dept), Jason Angell (Marshfield Economic Development Board, Rick Bakovka (Regional Economic Growth Initiative) and Warren Kraft (Wood County Human Resources).

- 1. Call to Order. Chairperson Henkel called the CEED Meeting to order at 9:00 a.m.
- 2. Public Comment. None
- 3. Review Correspondence.
 - A. Chairperson Henkel handed out a memo to the CEED Committee and Wood County Board regarding WCA Agriculture, Environment & Land Use Steering Committee.
 - B. Shane Wucherpfennig shared that the Golden Sands RC&D Meeting requested \$14,000 from area counties.
 - C. Bill Leichtnam handed out Golden Sands RC&D active Wood County projects.
 - D. Peter Manley shared that the 2018 Clean Sweep \$16,000 grant has been approved.
- 4. Consent Agenda. The Consent Agenda included the following Items: 1) minutes of the Wednesday, November 1, 2017 CEED meeting, 2) bills from Planning & Zoning, Land & Water Conservation and UW Extension and 3) staff activity reports from Jason Grueneberg, Adam DeKleyn, Justin Conner, Jeff Brewbaker, Stevana Skinner, Kim Keech, Victoria Wilson, Shane Wucherpfennig, Tracy Arnold, Adam Groshek, Emily Salvinski, Lori Ruess, Peter Manley, Matt Lippert, Jodi Friday, Chris Viau, Laura Huber and Jeremy Erickson.
 - A. Minutes of Wednesday, November 1, 2017. No additions or corrections needed.
 - B. Department Bills. No additions or corrections needed.
 - C. Staff Activity Reports. No additions or corrections needed.

Motion by Adam Fischer to approve and accept the November 1, 2017 CEED minutes, bills from Planning & Zoning, Land & Water Conservation and UW Extension, and staff activity reports as presented. Second by Robert Ashbeck. Motion carried unanimously.

- 5. Risk and Injury Report. None.
- 6. Land & Water Conservation Department.
 - A. Update on the 9-Key Element Planning Grants for Mill Creek Watershed & 14 Mile Watershed Shane Wucherpfennig presented a summary of the proposal for the 9-Key Element Planning Grant for Mill Creek Watershed & 14 Mile Watershed. Watershed plans consistent with EPA's 9-Key elements provide a framework for improving water quality within a geographic watershed. The Mill Creek Watershed grant for \$22,000 and 14 Mile Watershed for \$25,000 has been approved by DNR but hasn't been officially received. Shane Wucherpfennig and Emily Salvinski

are heading up the grant writing. Shane Wucherpfennig shared that a 9-Key Plan has to be approved both by the DNR and EPA. The county wide Land & Water Resource Management Plan meets 1-6 of the key elements but 7-9 key elements required in writing a 9-key plan are more challenging. The main focus of the Mill Creek Watershed grant will be on phosphorus and the main focus of the 14 Mile Watershed will be on nitrogen. Counties bordering Wood County are also assisting in the Wood County project with Shane Wucherpfennig as the Financial Agent for the grant. Shane Wucherpfennig is hopeful of a partnership with UW Discovery Farms for equipment which might be obtained for monitoring at no cost to the county.

B. Approval of 2017 crop prices Shane Wucherpfennig presented the 2017 Crop Prices for Field Corn \$3.26/bushel, Soybeans \$9.49/bushel, Other Hay \$73.14/ton, Alfalfa \$104.73/ton and Cranberry (fresh fruit) \$51.40/barrel.

Motion by Harvey Petersen to approve the 2017 Crop Prices. Second by Adam Fischer. Motion carried unanimously.

- C. <u>Discussion of existing county equipment and usage</u> Shane Wucherpfennig shared that the department currently owns 4 tree planters which aren't used much. Shane Wucherpfennig is asking the committee guidance if the department can sell the tree planters retaining the funds and purchase a used No-Till Drill for planting no-till and cover crops. Discussion followed. Chairman Henkel encouraged Shane Wucherpfennig to find out the county practice regarding the sale of department equipment and purchase cost of a Drill updating the committee at a future meeting.
- Discuss #5 and #6 of Supervisor Leichtnam's recommendations. Bill Leichtnam introduced recommendation #5 to urge the Wood County Board to fund "clean water research & projects undertaken by the Central Wisconsin Groundwater Group. Bill Leichtnam shared that it would be beneficial for the Central Wisconsin Groundwater Group and Healthy Waters to sit at the same table sharing resources. Shane Wucherpfennig feels it is beneficial to include the groundwater component but needs Healthy Waters approval. Adam Fischer commented that the CEED Committee doesn't have jurisdiction to incorporate with Healthy Waters but can encourage emails and concerns of committee members. Chairman Bill Leichtnam shared that the next meeting of the Central Wisconsin Groundwater Group will be December 18th at the Saratoga Town Hall.

In recommendation #6 Bill Leichtnam would like to urge Wood County Board to support regional groundwater protection initiatives undertaken by other Central Sands counties like Waushara and Portage County. An interconnection with surrounding counties would be beneficial for a regional approach. Chairman Henkel commented that there needs to be some shared approach among counties. Shane Wucherpfennig added that he is aware of what other counties are doing by attending meetings and conferences. Chairman Henkel added that an update from the department of the County Con Meetings would be beneficial to the committee as a future agenda item.

7. UW Extension.

A. Fair presentation process Peter Manley explained the past practice of disbursing the Central Wisconsin State Junior Fair funds in the amount of \$32,000. Past practice was to disburse ½ of the amount in January and the other ½ after the Fair Financial Report was shared with the committee. Peter Manley stated that the Financial Report hasn't been received from the 2017 Junior Fair. Kenneth Curry commented that any organization that the county gives money to should give a report to the committee sharing use of funds and benefit. Robert Ashbeck feels that all of the money should be disbursed in January to the Fair Association. Chairman Henkel stated that how the funds are disbursed is the decision of the CEED Committee. Discussion followed.

Motion by Kenneth Curry to invite the Central Wisconsin State Fair Director to give a Financial Report of the Junior Fair at the January CEED Meeting releasing the funds with the January vouchers Second by Bill Leichtnam. Motion carried 4-1. Robert Ashbeck voted against the motion because he has concerns that the CEED Committee doesn't trust the fair with the county money.

B. <u>Visioning Session review</u> Peter Manley explained that the consensus of the CEED Committee is to consider interviewing an internal candidate for the UW Extension Family Living position. A similar position is being eliminated in another county. Chairman Henkel shared that the county would consider an internal employee but the county does not commit to hire them. Discussion followed. Consensus of the committee is to hold a special CEED Meeting on Tuesday, December 19th at 12:30 p.m. to interview an internal applicant.

8. Economic Development.

- A. <u>Update from Marshfield Economic Development Board</u> Jason Angell shared with the committee that he is resigning from the City of Marshfield effective December 22nd and moving to Arizona. The job has been posted with interviews scheduled December 14th and 15th. Jason Angell thanked the committee for their continued support in economic development in Marshfield. The partnership between the City of Marshfield and the CEED Committee has strengthened which is important to expanding economic development opportunities. Chairman Henkel commented that relations are important to working together.
- B. Regional Economic Growth Initiative Update Rick Bakovka feels that the roundtable discussion among Economic Development stakeholders on the future role of Wood County in Economic Development in March was beneficial in sharing ideas and strengthening relations.

Accomplishments of Regional Economic Growth Initiative:

- i. Mid-State Technical College offering a Hospitality Certification Program
- ii. Small Business Development Center Tours
- iii. City of Nekoosa Strategic Planning
- iv. Possible expansion of strategic planning with City of Pittsville, Village of Rudolph, Village of Vesper
- v. Legislatures encouraging Economic Development Central Wisconsin Summit
- vi. Golf Week Magazine article regarding the Sand Valley Golf Course
- vii. New facility for YMCA/Boys & Girls Club signed and approved.
- 9. County Surveyor. Nothing to report.
- 10. Planning. Nothing to report.
- **11. Preliminary to Closed Session.** Warren Kraft discussed with the CEED Committee how to complete the Department Head Performance Evaluations. Discussion followed.

CLOSED SESSION - At 11:13 a.m., it was moved by Adam Fischer, and seconded by Robert Ashbeck, pursuant to Wis Stat 19.85(1)(c) to go into closed session for the purpose of discussing the Land & Water Conservation Department Head's performance and Planning and Zoning Department Head's performance. Roll call taken: Curry – aye, Leichtnam – aye, Fischer – aye, Ashbeck – aye, Petersen – aye. Harvey Petersen was excused at 12:02 p.m.

Return to open session. At 12:22 p.m., it was moved by Bill Leichtnam, seconded by Adam Fischer, to return to open session. All ayes.

12. Schedule Next Meeting.

The next regular CEED meeting is scheduled for Wednesday, January 3, 2018 at 9:00 a.m. at the Wood County Courthouse in Room #115.

13. Agenda items for next meeting.

- A. Kevin Masarik, UWSP Groundwater Education Specialist
- B. Dale Christiansen, Central Wisconsin State Fair Executive Director
- C. County Con Meeting Report

14. Schedule any additional meetings if necessary.

A special closed meeting will be held on Tuesday, December 19th at 12:30 p.m. to interview an internal candidate for the UW Extension Family Living position.

15. Adjourn.

Motion by Adam Fischer to adjourn at 12:35 p.m. Second by Bill Leichtnam. Motion carried unanimously.

Respectfully submitted,

Kenneth Curry, Secretary

Kennah Alung

Minutes by Kim Keech, Planning & Zoning Office

Review for submittal to County Board by Kenneth Curry (approved on December 12, 2017 @ 9:32 a.m.)





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NORTH CENTRAL ITBEC BOARD AND TOURISM & ECONOMIC DEVELOPMENT ADVISORY COMMITTEE JOINT MEETING

Thursday, September 28, 2017

Marshfield Convention & Visitors Bureau Marshfield, WI 54449

MINUTES

CALL TO ORDER: North Central ITBEC Vice-Chair Phil Idsvoog called the meeting to order at 10:00 a.m.

ROLL CALL: Board Members: Marion "Bud" Flood, Portage County; Brad Hamilton, Wood County; Paul Millan, Forest County. Tourism and Economic Development Advisory Committee Members: Charlie Rayala, Vilas County; Matt McLean, Wood County; Samantha Boucher, Oconto County; Sara Brish, Portage County; William Chaney, Forest County. Board & Tourism and Economic Development Advisory Committee Members: Phil Idsvoog, Portage County; Arlyn Tober, Shawano County; Ted Cushing, Oneida County; Lance Pliml, Wood County; Larry Neuens, Florence County; Cindy Burzinski, Vilas County. EXCUSED: Board Members: Lee Rymer, Oconto County; Jim Winkler, Oneida County; Marvin Anderson, Vilas County. Tourism and Economic Development Advisory Committee Member: Kari Zambon, Oneida County; Melinda Otto, Forest County. Board & Tourism and Economic Development Advisory Committee Members: Debbe Kinsey and Ken Maule, Lincoln County; Lori Moore, Florence County; Angie Close and Mike Klimoski, Langlade County; Greg Sekela, Oconto County. STAFF: Bill Korrer, Wisconsin Counties Association (WCA) Field Services Representative. OTHERS: Jeff Anderson, Wisconsin Department of Tourism Regional Tourism Specialist; Keri Beck, Langlade County Economic Development Corporation. Introductions were made around the room. Matt McLean welcomed everybody to Wood County and the city of Marshfield.

APPROVAL OF JULY 27, 2017 JOINT MEETING MINUTES: Motion by Flood, second by Pliml, to approve the July 27, 2017 joint Board & Tourism and Economic Development Advisory Committee meeting minutes as printed. Motion carried.

North Central ITBEC Board and Tourism & Economic Development Advisory Committee Joint Meeting Minutes
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CHAIR'S REMARKS: Vice-Chair Idsvoog thanked everybody for attending today's meeting.

PROJECT DIRECTOR'S REPORT: Bill Korrer said that the Wisconsin Counties Association (WCA) is requesting county officials contact their State Senators this week and ask them to support dark store legislation aimed at closing the assessment loophole utilized by big box retailers. The Senate bills are SB 291 and SB 292.

- a. Northwoods Rail Transit Commission: Canadian National railroad has filed an application with the Surface Transportation Board to discontinue service on approximately 49 miles of line from Rhinelander east to Goodman. A discontinuance of service would allow the rails and ties to be removed from the track bed.
- b. Northern Wisconsin Economic Development Summit October 25 26, 2017: The Governor's Northern Wisconsin Economic Development Summit will be October 25-26, 2017, at the Heartwood Conference Center in Trego. Registration is now available online at www.northwoodssummit.com.

FINANCIAL REPORT: Bill Korrer reported that there is currently an undesignated fund balance of \$14,830.89. With the WCA Annual Conference Marketplace concluded, Mr. Korrer recommended that the line item account "ITBEC Booth @ WCA Conference Marketplace" in the amount of \$137.50 be closed out and the balance be returned to the unallocated fund balance. Motion by Hamilton, second by Cushing, to close out "ITBEC Booth @ WCA Conference Marketplace in the amount of \$137.50 and return the dollars to the North Central ITBEC Project Funds account. Motion carried,

a. Consideration of Adjustments to the Promotions Budget: Motion by Hamilton, second by Tober, to transfer \$6,000 from the North Central ITBEC Projects Funds account into the "Promotions Budget" line item account. Motion carried.

MARKETING REPORT:

a. 2017 Promotions Plan Update: Cindy Burzinski thanked the Board for the infusion of dollars into the promotions budget. Ms. Burzinski added that the 2017 promotions have almost all run their course except for some social media buys planned around the fall colors. North Central ITBEC Board and Tourism & Economic Development Advisory Committee Joint Meeting Minutes
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- b. New Website Update: Sara Brish, with assistance from Matt McLean and Jeff Anderson, demonstrated the new website for the group. The same URL www.northeentralwisconsin.com is used to visit the new site. The site has the WordPress software, which allows the user(s) ease in creating and managing the website with its powerful platform. With WordPress, if you can type on a computer keyboard, you could post and edit dialogue on the website. In addition, the new site has a "simpler" layout to make it even more user friendly than the prior site.
- c. 2018 Sports Shows Update: Cindy Burzinski said the marketing team is locked into Green Bay and Milwaukee, as in the past. They are waiting to see if the Tinley Park, Illinois show has openings or not.

LOCAL ATV POLICIES DISCUSSION: No new topics regarding ATV routes and local controls over that subject were brought up today.

CONSIDERATION OF THE SHORT TERM RENTAL ISSUE: Bill Korrer distributed copies of the language that was part of the Wisconsin budget bill that dramatically reduces local governments' ability to reign in short term home rentals in areas not zoned for such a use. Local government is not allowed to enact an ordinance prohibiting rentals of residential dwellings for seven days or longer. Plus, if the property is rented out more than 10 nights a year, it must secure proper licenses from the state and local political subdivision. Any existing ordinances or laws that are in conflict with this language would not apply. A "lodging marketplace" (Airbnb for example) that rents out lodging would be required to register with the Department of Revenue and collect sales tax and room tax. Mr. Korrer urged members to talk with their legal team to determine the full extent of this new law and how it is going to impact their area.

CONSIDERATION OF SHORELAND ZONING ISSUES: Many of the shoreland zoning issues are tied to the short-term rentals, which in most cases are now legal uses of a property. No additional discussion was held.

NORTHWOODS BROADBAND REPORT: A steering committee has been created. Right now, the primary focus is trying to get Frontier Communications onboard. For competitive business reasons, utilities are very hesitant to share current capacities much less future plans. Florence County did receive a \$33,000 grant for three townships.

UPDATE - Good Neighbor Authority: Paul Millan said that standing timber continues to be marked, but low pulp and saw log prices are slowing cutting.

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DEPARTMENT OF TOURISM UPDATE: Jeff Anderson previewed the Tourism Department's fall color marketing materials with the group. In addition, there are 18 billboards up in the Chicago area. The signature piece is a working hourglass full of colorful fall leaves in Union Station in downtown Chicago representing the "volume" of fall color still available to experience in the Badger State. Mr. Anderson shared that he made a presentation to the Oneida County Board of Supervisors about the power of tourism in September.

COUNTY ISSUES ROUNDTABLE DISCUSSION: Arlyn Tober asked if other counties were having problems with funding non-profit organizations with tax dollars. He said they ran into it because they were paying utilities for the building a food bank is using.

CONSIDERATION OF ITEMS FOR FUTURE AGENDA: No suggestions were made for agenda items today.

SET NEXT MEETING DATE: The next meeting will be held on Thursday, November 30, 2017, in Florence County.

ADJOURNMENT: With all business being conducted, Vice-Chair Idsvoog declared the meeting adjourned at 11:13 a.m.



Conservation, Education & Economic Development Committee Report for the month of November 2017

PETER MANLEY

Wood County UW-Extension, Community Resource Agent

- I attended and processed paperwork related to the November 1st and 29 CEED meetings.
- I have also been transferring duties to Jason Hausler, Area Extension Director.
- I conducted radio programs on three times this month on deer hunting and Wood County demographics.
- I spent a substantial amount of time completing the Clean Sweep grant reimbursement forms. For 2017, state grants will cover all of the costs except about \$2,000.
- I conducted the annual strategic plan update for Healthy Lifestyles at the Marshfield Clinic, November 10.
- The office Civil Rights Review was the afternoon of November 14 and I prepared documents and presented a demographic overview of the county.
- I completed planning for a diversity workshop for a leadership class. I also introduced myself to new staff at the Hak Hah Chee community for this class.
- I facilitated the Central Sands Groundwater Group, November 27.
- I facilitated the Nekoosa strategic planning process on November 28 where progress was made on developing strategies.
- I made a presentation to the Wood County Towns Association on the county's changing demographics.
- I made input into the UWEX Standards, Rank and Promotion Committee on tenure decisions, November 3. I also assisted several faculty with their tenure documents.
- I met with the Area Extension Director to determine the hiring process for the 4-H Program Advisor.

MATT LIPPERT

Wood County UW-Extension, Agriculture Agent

- I met with the Executive committee, all committee group, fund raising committee and attended the state wide Farm Technology Days committee meeting during the month. Plans are firming up for the event.
- I attended the visioning session held by our department to consider programming and staffing needs with the departure of the CRD Educator and the Family Living Educator.
- I am part of a group that is making the plans for this year's upcoming Cranberry School. We met to make the plans for the January event.
- I participated in a five year post-tenure faculty review of my programming through my academic department.
- I participated in plans jointly with educators from Clark. Marathon and Taylor county for a Heart of the Farm event for farm women to be held February 14 at the Belvidere just outside of Marshfield.



- After several months of not being able to join the group I attended the session of the Central Sands Ground Water work group.
- I participated in our office civil rights review.
- I met with the Wood County Farm Bureau for their monthly board meeting.
- I joined with the Marshfield Area Chamber Agri-Business committee as they plan their upcoming season's events.
- I attended an update from UW-Specialists at the Marshfield Ag Research Station on pest management of weeds, insects and plant disease.
- I met with area agriculture agents to plan programming for the upcoming season.
- I participated weekly as I do throughout the growing season in a survey conducted by the Department of Agriculture, Trade and Consumer Protection on crop development. This year was in the beginning two thirds of the season the wettest on record with the associated challenges of delayed and prevented planting and hay harvest. A late frost, a dryer end to the season and good heat allowed crops to do better than initially expected. At this point there is still quite a bit of corn and some soybeans to be harvested in the county. Current field conditions are somewhat wet preventing some tillage and manure application.
- I participated in a research update, the cranberry roundtable in Madison where state specialists share their observation from research projects and the crop season with crop consultants and growers. This project helps guide future research.
- The final two issues of the Cranberry Crop Management Journal went out during the month.

JODI FRIDAY

Wood County UW-Extension, FoodWIse Nutrition Educator

- Participated in the FoodWIse Golden Apple Employee Recognition Committee Hangouts (11/2 & 16)
- Taught lesson in the new series Eating Smart Being Active. Please review the October Extension Update for more information about this program (11/1, 8, 15 & 29). Lessons for the Rudolph Little Dears group will conclude in December.
- Participated in the Wood County staff Civil Rights preparation meeting (11/9) and the State Civil Rights Review Day (11/14)
- Taught at the South Wood County Emerging Pantry on the selection, storage and use of fresh fruits and vegetables (11/13)
- Assisted with support staff Wendy Young's Yearly Performance Review (11/20)
- Taught "Developing a Spending Plan" to South Wood County Emerging Pantry clients for my Healthy Cents series. Participation continues to grow for these lessons with eleven pantry clients registered. (11/21)
- Assisted with the South Wood County Hunger Coalition poverty simulation presented to Nekoosa Public Schools (11/22)
- Taught in 29 classrooms to over 580+ 5th graders over the course of the month. The lesson series will continue into December for 5th graders. (11/1, 3, 7, 8, 10, 15, 16, 17, 27, 28, 29, 30)
- Participated in the Wood County Visioning Session for Family Living and Community Resource Educators (11/29).
- Participated in the Wood/Portage County FoodWise team meeting (11/30)
- Participated in weekly Wood County Staff meetings (11/6, 13, 20 & 27)



Comment from South Wood County Emerging Pantry Site Manager Dale Davis on whether he would be attending the Visioning Session:

"Not sure what I may have to contribute, but the work you guys are doing with and for us is nothing shy of amazing. I most certainly am interested in how this is going to play out in the future. We have grown to almost depend on those things. Don't know who could possibly do it better."

CHRIS VIAU

Wood County UW-Extension, 4-H Youth Development Educator

The following is a summary of Youth Development activities:

4-H Club and Program Management:

- Project Discovery Day Site Tour- MSTC Marshfield
- Trip and Award Application Review and Interviews
 - o Coordinate Judges, Schedule Interviews, Post Interview Correspondence
- Leader's Association Executive Committee Meeting
- 4-H Member Project and Portfolio Awards Recognition
- Leadership Washington Focus Trip Planning and Logistics
 - o 2018 program start-up. Answer questions, Reservations
- 4-H Club and Volunteer Management concerns
 - o Annual Enrollment
 - Volunteer Background Check support (new process implementation)
 - o 4-H Club transitions
 - o Leadership changes and club dissolution
 - o 4-H Club annual Charter Review and File Uploads

Central WI State Fair

- November Jr. Fair Board Meeting
 - O Unable to attend meeting. Support through email and phone conversations
 - 2017 Fair evaluation, Judge selection process, potential schedule changes

Administrative

- State and Regional Phone Conferences and Meetings
- · Reorganization Updates
- 4-H Program Coordinator Hiring process
- 4-H Youth Development Liaison Responsibilities- 25% FTE

Laura Huber

Wood County UW-Extension, 4-H Program Assistant

- Presented Sparks! Electricity SPIN Club to the Wood County CEED Committee (1 November)
- Prepared for and facilitated the Annual Leader Training National e-Forum "SPINning into Agriculture" for Wood County 4-H Leaders (2 November)
- Attended WI State 4-H's Fall Forum in Green Lake. Presented Electricity with SnapCircuits on Friday night (3-5 November)
- Taught last electricity project meeting for the new SPARKS SPIN club (5 November)
- Appeared on WDLB radio with two volunteer leaders to discuss Fall Forum (7 November)



- Toured MSTC's Marshfield campus and met with Dean Brenda Dillenburg to discuss holding Project Discovery Day there in 2018. Joined by Chris Viau and two volunteer 4-H leaders.
- Appeared on WFHR radio with a youth 4-H member and a volunteer leader (9 November)
- Attended the Executive Committee meeting of the Wood County 4-H Leaders Association (13 November)
- Assisted office in preparing for and then participated in the UW-Extension civil rights review for Wood County (14 November)
- Attended the Farm Technology Days Youth Tent meeting (15 November)
- Met with volunteer leaders to begin planning Creative Arts Day 2018 (20 November)
- Prepared for and attended the Wood County 4-H Leaders Association meeting (27 November)
- Participated in the UW-Extension Visioning Session at the McMillan Library (29 November)
- Attended a webinar to prepare for the November 4-H adult leader training "Helping 4-Hers Grow in Life and Work" on 30 November.

Throughout the month, I worked on:

- Planning the upcoming Project Discovery Day (will be held 10 Feb. at MSTC, Marshfield) and Creative Arts Day (will be held 14 Apr. at Pittsville Schools)
- Assisting 4-H club leaders with issues that concerned them
- Working with Wendy Young and Katie Tomsyck to develop a 4-H Project Guide and a handbook for new families

Jeremy Erickson

Wood County UW-Extension, Horticulture Educator

- Meeting/Planning for Civil Rights Review Day
- Participate in Civil Rights Review Day
- UWEX Staff Meeting
- Facilitate Master Gardener Community Outreach and Education Committee meeting
- Attend the Local Food Promotion Committee meeting with Healthy People Wood County, Wood County Health Department
- Attend the Marshfield Healthy Lifestyles Strategic Planning Meeting
- Attend Master Gardener General Membership meeting
- Attend South Wood County Hunger Coalition meeting
- Respond to horticultural inquiries from clients and the community
- Log hours and reports for 2017 Master Gardener Volunteers
- Attend Master Gardener Farm Tech Days planning meeting
- Assist in facilitation of Wood County Extension Position Visioning Session



Wood County WISCONSIN

LAND AND WATER CONSERVATION DEPARTMENT



WEED COMMISSIONER'S REPORT

DATE: December 5, 2017

TO: CEED, Wood County Board & Portage County Board

FROM: John Eron - Wood/Portage County Weed Commissioner & Shane Wucherpfennig - Wood County Conservationist

SUBJECT: Summary of activities focused on the invasive Wild Parsnip in 2017

Dear Board Members:

The Wood County & Portage County Land & Water Conservation Departments have been working with Local Residents, County Highways Departments, Local Townships and The Wood/Portage County Weed Commissioner - John Eron to map all known sightings of Wild Parsnip on GIS in 2017. John has been busy throughout 2017 going after this noxious weed. The following is a summary of John's efforts:

"John Eron quotes"

Held three Wild Parsnip training programs at the barn. One of them was a two part program conducted by Mark Renz UW weed specialist. He instructed attendees on identification to control measures along with a step by step walk through of how to use EDDMAPS. Second part was training to be certified for identification and mechanical/ chemical control taught by Ken Schroeder. This two part program was well attended and yielded several individuals who are now certified with the ability be deputy weed commissioners if there town of origin grants them that authority. I personally sprayed 3.72 acres of infested roadside ditches and mechanically pulled several small sites.

Moving into the 2018 growing season the plan is to get maps with identified sightings out to township and highway departments along with a written protocol on how to either mow or chemically treat the sights. If they are unable to treat locations, the weed commissioner will arrange to do so. Respectfully submitted by:

Shane A Wuchengfennig

Shane

Shane A. Wucherpfennig

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Wood County WISCONSIN

LAND AND WATER CONSERVATION DEPARTMENT

Activities Report for Shane Wucherpfennig November 2017

- November 1 Attended CEED meeting.
- November 1 Met with Patrick Glynn Market Review
- November3 Plan Reviews
- November3 Attended judicial & Legislative meeting.
- **November 3** Worked on Construction plans for 2017 projects.
- **November 7** Attended Executive Committee meeting.
- November 8 Met with Conservation specialist to discuss and outline the start of a 9 key element plan.
- November 8 Met with Nathan Wolsek to discuss cover crops & no till.
- November 9 Project inspection & Stakeout.
- November 9 Worked on Construction plans for 2017 projects.
- November 10 DNR meeting with Portage and Wood county for 9 Element Watershed Based Plan
- November 13 Badger Sandstone Road Repair with Paul JR. Bugar
- November 13 Stake out Eron's Toe wall.
- November 14 NRCS Technical Standards meeting at Dreyfus University Center
- November 15 Project stakeout and inspections.
- November 15 Worked on Construction plans for 2017 projects.
- November 16
 Golden Sands RC&D Water committee Mgt & Council Mgt.
- November 16 Stakeout Brandl Pit, Contracts, reports.
- November 17— Conducted all Staff Performance reviews.
- November 27– Brandl Layout, Staking & Inspection.
- November 28 Brandl Layout, Staking & Inspection.
- November 29- Brandl Layout, Staking & Inspection.
- November 29- Attended Special CEED meeting.
- November 30

 Attended County Conservationist Meeting at the Mead in Wisconsin Rapids.

Activities Report for Adam Groshek – November 2017

Land and Water Resource Management Program/Animal Waste Storage Ordinance/CREP Activities:

- "Well decomissioning plans, phone calls, and as-built site visits for Chris Pupols, Ben Gruber, Ian Schultz, Dan Hollar, and Dave Machon.
- ~CREP investigation for logging compatibility/logistics for Katherine Warnecke.
- ~As-built documentation for Tom Hamus's newly reconstructed manure storage facility.
- ~TMDL (DNR) webinar discussing future funding and comparison to 9-key element plans (EPA). Wood County will be involved in both the Mill Creek and Fourteen Mile 9-key element plans and the Wisconsin River TMDL plan next year, primarily for phosphorus and sediment reduction projects in those watersheds.
- "Review of the new 313 standard-Waste Storage Facility that was adopted in October to coincide with the updated National 313 standard last year. New standard puts more restrictions of building waste storage facilities in environmentally sensitive areas.
- "Working with contractor and landowner on Lee Accola's manure storage abandonment near the East Fork of the Black River.
- ~As-built documentation for Lee DeBoer, finalization of his Vegetated treatment area and the leachate pumping times. Nutrient management discussion and closing out of the Notice of Discharge grant money for this project.
- ~Multi-discharge Variance phosphorus project funding update, Wood County may get some money in 2018 but is not expecting any until 2019.
- ~Discussion on a Town of Cary potential land purchase and the associated cost-share funding available.
- ~Planning and design for Mike Duckett and his 2018 Slurrystore manure storage, 2 liquid transfer systems, and a solids stacking pad.
- ~Stakeout for Craig Brandl's 2017 new manure storage pit.
- ~Troubleshooting GPS battery life and updates associated with making the GPS work better.
- ~Discussions and referral to DNR on potential permitted wetland fill project for an access driveway in the Town of Rudolph.
- ~Planning and site visit/GPS survey of the future abandonment of a (newly acquired with land purchase) concrete manure storage facility for Daryl Sternweis.

Activities Report for Tracy Arnold 11-2017

Wildlife Damage Abatement and Claims Program

- Maintaining DNR database with current Wood County information
- Continue to enroll landowners for the 2017 year
- Working to start Ken Rezin Cranberry permanent woven wire fence
- 2 fences failed inspections for the year, working on getting those back into compliance
- Met with numerous landowners about shooting permits to evaluate crop damage amounts
- Justifying wildlife damage on numerous fields requesting shooting permits
- Met with 1 additional landowners interested in permanent fences
- Completed 800 acres of corn appraisals
- Completed 450 acres of soybean appraisals
- Completed 120 acres of cranberry appraisals
- Conducted site visit for a failed fence, repairs were made and it now passes. Submitted required paperwork
- Numerous landowner calls about damage now that they are in the fields harvesting. Site visits to discuss program
- Coordinated the WDACP Venison Donation program for Wood County
- Complied 2017 crop prices to be approved by CEED

Non-metallic mining reclamation program

- No forfeiture payment from B & R Excavating to date (since June 12, 2013)
- Updating NMM databases
- Signed off on a NMM site that has achieved final reclamation standards
- · Investigated several complaint calls that came in regarding mining
- Conducted inspections on every permitted mine in Wood County solo.
- Got out maps to those mines with financial assurance expiring in Dec.
- Following up on the status of financial assurance on those expiring soon
- Downloading data from the GPS of all the inspections, uploading them into ArcMap, generating maps for every permitted site, generating the active acres and financial assurance requirements for each permitted site and sending those in the map as completed.
- Tracking permit fees and checking financial assurance as they are submitted.
- Reviewed Wood County ordinance 802 for changes, presented to Shane Lori
- Discussing safety issues at 3 sites and continue to be in contact with operator/landowner to correct
- Updated all NMM from with correct address, made each fillable and out on the LWCD website
- Participated in a drone demo with Kevin Boyer and Justin Conner
- Updated Roberta Walls, DNR on the Industrial Sand sites in Wood County

Land and Water Conservation

- Entering stream flow data into the SWIMS database for 16 sites (authorized by state to enter data)
- Completed stream flow on Two Mile, Blood Run and Five Mile
- Chair of the Youth Education Committee for the WI Land+Water
- Secretary of the North Central Land and Water Conservation Area Association
- Continue planning the North Central Land and Water Conservation Area Association February meeting in Wisconsin Rapids.
- Highlighted the Tree Sale program and environmental education programs on both WDLB in Marshfield and WFHR in Rapids with Lori
- Attended meeting regarding Regional Pollinator Partnership
- Met with City of Wisconsin Rapids and Bird City about a potential pollinator project
- Helped Lori get newsletters out
- Answer questions from general public about trees as they come in
- Requested new tree sale program from IT, current one is from 1995

Activities Report for Emily Salvinski November 2017

- Wednesday, November 1. Worked on report for Mill Creek 2018 application (progress report). Mapping of past/present cost share acres. Attended silent auction conference call.
- Thursday, November 2. Mapping of Mill Creek covers and no-till acres. Completed Mill Creek report for Ken Shroeder. Worked on silent auction table tents.
- Friday, November 3. Completed table tents.
- Monday, November 6. Wisconsin pest update meeting at Marshfield Ag Research Station. Submitted NMFE extension request.
- Tuesday, November 7. Printed/folded NMFE mailing. Typed up pest management meeting notes.
- **Wednesday, November 8.** Helped with manure ordinance edits. Went on farm visit. Mapped past cs acres.
- Thursday, November 9. Collected contract. Mapping of of parcels (Triple P).
- Friday, November 10. 9-Key Element Planning Meeting. Sent website edits to IT.
- Monday, November 13. Finished NMFE mailing. Put together shapefile for all operators in upper Mill Creek. Typed up notes from Friday's meeting.
- Tuesday, November 14. Mapped future cost share acres. Started working on article for Mill Creek newsletter.
- Wednesday, November 15. 9-Key element data gathering. Investigated manure complaint.
- Thursday, November 16. 9-Key element data gathering.
- **Friday, November 17.** Mapped latest acres for mill creek covers (from Shroeder). Worked on Department's newsletter mailing.
- **Monday, November 20.** Completed Mill Creek newsletter article. Met to talk about Department goals for pollinator project. 9-Key planning.
- Tuesday, November 21. Youth Education Committee Meeting. MSTC course planning.
- **Wednesday, November 22.** Farm visit for contract pick up. Worked on MSTC power point. Typed up partial list of all contracts to keep track of which one's I mapped.
- Thursday, November 23. Thanksgiving.
- Friday, November 24. Holiday.
- Monday, November 27. 9-Key Planning. Cost share mapping.
- Tuesday, November 28. Cost share mapping. Worked on Non-Metallic Mining website makeover.

Activities Report for Lori Ruess - November 2017

- Answered telephone and front desk questions.
- Mail pickup/delivery Courthouse.
- Reviewed general ledger and payroll registers and completed journal entries to correct payrolls.
- Completed October sales tax report and submitted report to Finance.
- · Worked on ordinance revisions.
- Highlighted the tree sale program on both WDLB in Marshfield and WFHR in Rapids with Tracy.
- Completed cost-share contracts for:
 - o Brian Ott cover crops
 - O David & Laurie Machon well decommissioning
 - o R & S Pankratz Farml LLC cover crops and nutrient management
 - Kyle Altman nutrient management
 - o Altmann Enterprises Dairy, LLC nutrient management
 - o Altmann Enterprises Grains LLC nutrient management
 - Bulgrin Zajackowski cover crops
- Completed reimbursement requests for:
 - O Nathan & Lynnette Wolosek partial reimbursement
 - Ian & Courtney Schultz
 - David & Laurie Machon
 - o Christopher Pupols
 - Lee Deboer final reimbursement
- Updated newsletter mail and email lists.
- Met with Tracy and Emily regarding Regional Pollinator Partnership.
- Prepared newsletters for mailing with Tracy and Emily and delivered to post office.
- Completed journal entry request for monthly fuel charges and vehicle maintenance/repair from Highway Dept. and forwarded to Finance.
- Organized County Board and CEED packet information and took to County Clerk's office.
- Entering tree and shrub orders as they come in.

TO: Conservation, Education & Economic Development Committee

FR: Jason Grueneberg, Planning & Zoning Director

Adam DeKleyn, County Planner Justin Conner, GIS Specialist

Jeff Brewbaker, Code Administrator Stevana Skinner, Code Technician Kim Keech, Admin Services 5 Victoria Wilson, Admin Services 4

RE: Staff Report for December 6, 2017

1. Economic Development (Jason Grueneberg)

- a. Central Housing Region Public Hearing On October 31st, I participated in a Central Housing Region public hearing at the Portage County Annex building. The purpose of the meeting was to provide an overview of the Program and eligible projects, receive public comment and input on the Central Housing Program and other CDBG activities. The Central Housing Region currently has approximately \$800,000 to be used by the end of 2018, and will be receiving approximately \$2,000,000 in the 2016-2017 grant cycle. Funds are used to help income eligible households complete needed home repairs. Loans are 0% interest and need to be paid off when the property is sold. Rental properties with low to moderate income renters are also eligible for loans at 1.5% interest that need to be paid off in 10 years. More information on the Central Housing Region can be found in the attached program pamphlet.
- b. Central Wisconsin Economic Development (CWED) Fund On
 November 1st, I participated in a CWED Board of Directors meeting to
 review and affirm a loan request that had been approved at a prior Board
 meeting.
- c. <u>Triangle Development Project</u> On November 16th, I participated in the Triangle Development meeting. The "Triangle" is the property that is located west of the Courthouse and slated for a future mixed use development. The purpose of the meeting was to discuss possible 1st floor retail or commercial use of the property that may be eligible for new market tax credits.
- d. <u>Ad-Hoc Property Committee</u> On November 14th, I participated in the Ad-Hoc Property Committee meeting to discuss the sale of property that the County no longer needs. Prioritizing space needs for the County and future projects were also discussed.
- e. <u>Central Wisconsin Economic Development (CWED) Fund</u> On November 28th, I chaired the CWED Finance Committee Meeting. At the meeting a draft CWED investments policy was reviewed.

f. <u>Nekoosa Strategic Planning</u> – On November 28th, I attended the Nekoosa Strategic Planning meeting. At the meeting strategic issues were reviewed as well as approaches to address the strategic issues.

2. Planning (Adam DeKleyn)

- a. <u>City of Nekoosa Comprehensive Outdoor Recreation Plan (C.O.R.P.)</u> Planning committee met to review the needs assessment and implementation sections of the plan. Potential ATV/UTV routes were identified and discussed.
- b. <u>Plat Review Officer</u> (2) CSM's were submitted for review/approval. (5) CSM's were approved/recorded. (1) CSM's are pending approval.
- c. <u>Wood County Parks</u>, <u>Recreation</u>, <u>and Open Space Plan</u> Community survey and postcards are being finalized. Tentative date for survey distribution is the beginning of the year.
- d. <u>Nekoosa Strategic Planning</u> Committee met to review and prioritize strategic issues that were developed at the last meeting. Strategies were created to address strategic issues. Community survey was due November 20th. Results from the survey will be complied and analyzed into a survey summary for next meeting.
- e. <u>Western Sands Region Recreation Opportunities Analysis</u> Represented Wood County at a WI-DNR open house designed to gather public comments, ideas, concerns, and perspectives on the existing recreation opportunities available in Wood County. Input gathered from this meeting will be incorporated into the 2017-2022 SCORP.
- f. Heart of Wisconsin (HOW) Leadership Training Program Attended the HOW leadership session at Incourage. United Way, SWEPS, Boys and Girls Club, and the City of Wisconsin Rapids presented at the session.
- g. <u>2018 South Wood County Community Survey</u> Assisting in the distribution of a community survey prepared by Incourage. This survey is incorporated into many community planning documents.
- h. <u>UW Extension Visioning Session</u> Attended a community assessment meeting to help determine the future direction of UW Extension programming.
- i. <u>Floodplain</u> Developed GIS maps for Flooded Agriculture District Cranberry Farm (FAD-C) permits.

3. Land Records (Justin Conner)

a. <u>Healthy Wisconsin Leadership Community Leadership Program</u> –
 Participation in 2 day workshop as part of the leadership program through UW-Madison.

- b. <u>Recreate Health</u> Health Dept. committee working on health promotion and infrastructure improvements.
- c. <u>Drone/UAV demo</u> Met Kevin Boyer and Tracy Arnold for demonstration of mapping nonmetallic mines with a drone.
- d. <u>WLIA Fall Meeting</u> Attended Wisconsin Land Information Association's Fall Meeting in La Crosse.
- e. <u>ESRI Wisconsin User Group Meeting</u> Attended EWUG meeting in Green Bay.
- f. <u>Village of Port Edwards Zoning Map</u> Updating the Port Edwards zoning map after many years without updates.
- g. <u>Deer Camp Map Requests</u> Numerous requests to create hunting land maps to hang at deer camp.

4. Code Administrator's (Jeff Brewbaker and Stevana Skinner)

- a. Private Sewage Program, Permitting, Maintenance and Violations
 - i. (63) on-site investigations/inspections/compliances
 - ii. (2) septic system verification letters & failing system investigations
 - iii. (1) failing septic system orders, (0) holding tank maintenance violations & settlements
 - iv. (12) soil tests reviewed, (2) soil on-sites, (3) hydrograph reports reviewed, (2) interpretive soils report reviewed
 - v. (5) holding tank plan reviews, (6) conventional plan reviews, (5) mound plan review
 - vi. (18) sanitary permits reviewed
 - vii. (0) court cases for malfunctioning septic system and overfull holding tanks (0) referrals servicing, (0) referrals invoices
 - viii. (0) sanitary system easements
 - ix. (0) camper complaints
 - x. Continued training Stevana Skinner for her Certified Soil Tester License Exam that will be given on December 6.
 - xi. Answered phone calls, emails and met in office regarding permitting and inspection questions.

b. Floodplain Ordinance Investigations and Permitting

- i. (6) site inspections, meetings or enforcement
- ii. (0) permit issued, screening sites or Letter of Map Amendment (LOMA)
- iii. (0) DNR Approved flood studies reviewed
- iv. (2) Cranberry farm certification
- v. (0) Updated Community Assistance Visit Violations
- vi. Answered questions from citizens regarding building in floodplain and shoreland areas.

c. Shoreland Ordinance Investigations and Permitting

- i. (0) general shoreland permits reviewed & issued
- ii. (0) mitigation plans reviewed, (0) exempt structure affidavit
- iii. (4) onsite pre-construction inspections, meetings & enforcement, compliances
- iv. (0) navigability determinations
- v. (3) wetland determination
- vi. Answered phone calls and met with various people at the counter regarding shoreland zoning requirements.

5. Office Activity (Kim Keech and Victoria Wilson)

a. Monthly Sanitary Permit Activity. There were 30 sanitary permits issued in October 2017 (9 New, 21 Replacements, 4 Reconnect and 0 Non-Plumbing) with revenues totaling \$9,700. There were 16 sanitary permits issued in October 2016 (3 New, 8 Replacements, 2 Reconnects and 1 Non-Plumbing) with revenues totaling \$4,750.

There were 177 sanitary permits issued through October 2017. For comparison purposes, following are totals through the same period for the previous five years: 2016 – 141, 2015 – 163, 2014 – 165, 2013 – 181 and 2012 – 157.

b. <u>2017 Tax Refund Intercept Program (TRIP)</u> – To date, Wood County has received \$6,173.19 on nine outstanding cases.

c. 2017 Maintenance Notices

- Septic Maintenance Notices, ATU (Aerobic) Maintenance Notices, White Knight Maintenance Notices and Farmer Exempt Holding Tank Maintenance Notices were mailed on Monday, April 24th with a due date of Friday, August 11th. There were 2,413 mailed between the four notices.
- ii. On September 18th, 387 2nd notices were mailed to those owners who did not meet the August 11th deadline.
- iii. On November 14th, Wood Co Corp Counsel letters were mailed to those owners for failure to provide servicing documentation. As of November 14th, there were 69 property owners who haven't serviced for 2017.

d. 2017 Program Fee Notices

i. A new exciting feature this year is that the \$20 program fee can be paid online with an electronic check, debit card or credit card. There will be a convenience fee if making payment

this way. Cash or check is available for those property owners who want to avoid paying the convenience fee. As of November 29th, there have been 267 property owners who have paid the program fee for 2017 on the Point & Pay online system.

- ii. Program fee postcard invoices were mailed on Friday,
 November 3rd with a due date of Wednesday, December 6th.
 There were 4,551 postcard invoices mailed. As of November 28th, there were 1,813 property owners who haven't paid the program fee for 2017. Program Fee 2nd reminders are scheduled to be mailed on December 18th.
- e. <u>Sanitary Permit Document Imaging Project Status.</u> Sanitary permits for the years 1982 2016 are available for viewing on the Wood County's website <u>www.co.wood.wi.us/Departments/PZ</u>. 2017 Sanitary Permits will be prepped and scanned in fall 2018.
- f. <u>Survey Document Imaging Project Status</u>. Survey documents are being prepped and scanned tentatively scheduled for completion by the end of 2017.
- g. Enforcement Activities Update.
 - i. <u>Small Claims</u> Nothing scheduled.
 - ii. Contempt Hearing Nothing scheduled.
- h. Wisconsin Fund Grant Program The Joint Finance Committee on Thursday, May 11th on a 12-4 vote adopted ongoing funding for the Wisconsin Fund Grant Program through June 30, 2021. Please encourage those who may qualify to complete and submit applications for funding.
 - (4) Wisconsin Fund Applications FY2018 Wisconsin Fund Grant Program payouts is tentatively scheduled for early December.
 - ii. (3) Wisconsin Fund Applications FY2019

OWNER-OCCUPIED AND RENTAL UNIT REHABILITATION LOANS

Provide no-interest, deferred payment home repair loans for LMI owner occupants.

Provide 1.5% interest loans for repairing units rented to LMI tenants and/or creating new low or moderate income rental units by:

- (1) converting vacant properties into rental units, and/or
- (2) converting large single-family homes into duplexes.

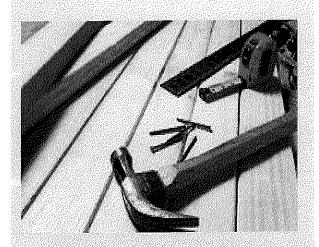
CDGB loans shall be subject to a \$50,000 maximum.

AFTER REHAB INFORMATION:

If there is a request to subordinate loans, each request will be subject to the following criteria as agreed upon by the Central Housing Region Committee.

- •No additional debt can be incurred to the property.
- •There would be a savings due to a lower interest rate being offered to the borrower.
- •There would be better terms offered by the bank refinancing the debt.





FOR AN APPLICATION OR ADDITIONAL INFORMATION CONTACT:

CENTRAL HOUSING REGION CDBG PROGRAM ADMINISTRATORS JUNEAU COUNTY HOUSING AUTHORITY

717 E. State Street, Mauston, WI 53948 (608) 847-7309

Email: juncoha@frontier.com

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



Central Housing Region Counties Adams, Green Lake, Juneau, Marathon, Marquette, Portage, Waupaca, Waushara, and Wood

ELIGIBILITY REQUIREMENTS:

- →Owner-occupied or land contract buyer three months prior to applying. Contract must be written, legally binding, and properly recorded. Contract seller will be required to sign mortgage.
- →Owner of low-to-moderate income renter-occupied unit(s).
- →All occupants directly benefiting from the CDGB housing rehabilitation program must be at or below the appropriate Section 8 income limit for their county.
- →Include all sources of gross income and income from assets for all household members who are at least 18 years of age.
- →Property taxes paid to date.
- →Mortgage must be current.
- →All mortgages, judgments, and liens in addition to the rehab cost cannot exceed 120% of the Fair Market Value of the property.
- →Property must be insured.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

This is a program for ensuring the community's ability to conserve, rehabilitate and improve residential properties occupied by low-to-moderate (LMI) residents.

CENTRAL HOUSING REGION OBJECTIVES:

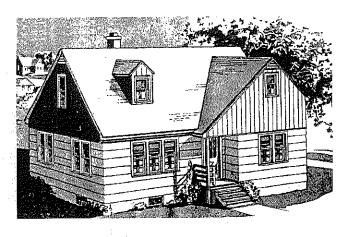
Expansion of affordable housing stock for low and moderate income persons.

Elimination of neighborhood blight and structural deterioration.

Elimination of housing conditions that are detrimental to public health, safety, and welfare.

Elimination of unnecessary energy waste through modern rehabilitation energy saving improvements.

Conservation of existing housing stock.



ELIGIBILE REHAB ACTIVITIES INCLUDE:

Repairs that bring the unit to decent, safe, and sanitary condition using HQS Inspection/Evaluation of property.

Examples include but are not limited to: Roofs, siding, windows, plumbing, electric, septic, well, etc.

INELIGIBLE REHAB ACTIVITIES INCLUDE:

- Properties scheduled for sale, acquisition, or condemned properties.
- Mobile homes in a mobile home park, must own land to be eligible.
- Reimbursement for work which has been contracted for or completed prior to signing agreement with the CDBG Program.
- Accessory buildings, garages, or sheds.
- New construction or expansion of the size of the structure.

MINUTES OF THE JUDICIAL AND LEGISLATIVE COMMITTEE

November 3, 2017 DATE:

TIME: 1:30 p.m.

Room 114, Wood County Courthouse PLACE:

TIME ADJOURNED: 3:35 p.m.

Chairman William Clendenning, Ed Wagner, Bill MEMBERS PRESENT:

Leichtnam, Kenneth Curry, Dave LaFontaine

Peter Kastenholz, Heather Gehrt, Marla Cummings, OTHERS PRESENT:

Brent Vruwink, Brandon Vruwink, Trent Miner, Dennis Polach, Lance Pliml, Mary Anderson

- At 1:30 p.m., Chairman Clendenning called the meeting to 1. order.
- 2. Public comments. None.
- Chairman Clendenning declared the minutes of the October 2, 3. 2017, meeting approved if there were no objections and there were none.
- The Committee reviewed monthly voucher reports of the departments they oversee. Moved by Curry, seconded by Wagner, 4. to approve the payment of vouchers. All ayes.
- The Committee reviewed department reports: 5. Moved by LaFontaine, seconded by Curry, to approve department reports. All ayes.

Child Support Director Vruwink discussed transferring a few cases to the Ho-Chunk Nation's new child support division.

Mary Anderson, Register in Probate, attended and introduced Discussion was had on providing reports to the herself. Committee.

- 6. The Committee discussed the space needs of the courts. Supervisor Wagner advised that Maintenance is working with the departments on the third floor with respect to space needs.
- There were no new notices of injury/claim. 7.

claim was not paid.

- 8. The dog damage claim of Criste Greening was reviewed. Moved by Wagner, seconded by Clendenning, to deny the claim of Criste Greening. All ayes. Wisconsin Statute section 174.11(4) prohibits paying a dog injury claim if the claimant has not paid for dog licenses. Here the claimant did not pay the dog license fee so the
- 9. The Committee reviewed correspondence and legislative issues. Chairman Pliml updated the Committee on the CAP (Community Ambassador Program) day in Madison.

- a. Resolution on the recodifying process for Wood County's ordinances was reviewed. Moved by LaFontaine, seconded by Leichtnam, to approve the resolution to commence the final phase of recodifying the Wood County Code of Ordinances and to forward it to the county board. All ayes.
- 10. County Board rules.
 - a. Rule 16. Moved by Wagner, seconded by Clendenning to change from 2 days to 3 days the number of days of per diem allowable for the WCA Convention. All ayes.

Moved by LaFontaine, seconded by Wagner, to authorize committee members to attend quarterly regional legislative meetings. All ayes.

2018 Budget. The draft budget is balanced and meets the county's objective.

- 11. County board.
 - a. Staggered terms. Discussion had on the pros and cons of staggering the terms of supervisors. No interest expressed in modifying to staggered terms.
 - b. Number of supervisors. Discussion had on the complexity and problems associated with changing the number of supervisors. No interest expressed in doing so.
 - c. Per diem or salary for 2018/19 term. No interest expressed in changing this.

Discussion had on encouraging younger people to run for the county board and how to go about this. Pliml explained that the WCA and NACO have a program on civics that can be used in the schools. Other ideas were shared as well.

Discussion on possible changes in legislation to eliminate "just cause" employment termination language in the statutes and administrative code. Brandon Vruwink explained a legislative initiative on getting rid of "just cause" language and the supervisors shared their perspectives on employee rights.

The Committee and attendees talked about things like Act 10 and what was intended by it, employee security, management roles and responsibilities.

The Complaint Resolution Process (CRP) does not provide for an employee who grieves an employment issue to go to their oversight committee. Discussion had on the pros and cons of having an oversight committee get involved in second guessing/reviewing individual management actions/decisions.

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Brief discussion on an employee educational benefit was talked about. Supervisor Wagner advised that more input is being sought on this policy before it is finalized. There is a lot of interest in this topic.

- 12. Agenda items for the December 2017 meeting:
 - Civics presentations to schools on local governments.
 - Performance evaluations.
- 13. The next committee meeting will be December 1, 2017, at 1:30 p.m.
- 14. Performance evaluations will be handled at the next meeting. Goals and self-evaluations will be provided in advance by Vruwink & Kastenholz.
- 15. Chairman Clendenning declared the meeting adjourned if there were no objections. There were no objections. Meeting adjourned at 3:35 p.m.

Minutes taken by Peter Kastenholz and approved by Kenneth Curry.

Kenneth Curry		-	
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Kenneth Curry, Secretary (signed electronically)

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MINUTES OF THE JUDICIAL AND LEGISLATIVE COMMITTEE

DATE: December 1, 2017

TIME: 1:30 p.m.

PLACE: Room 115, Wood County Courthouse

TIME ADJOURNED: 4:03 p.m.

MEMBERS PRESENT: Chairman William Clendenning, Ed Wagner, Bill

Leichtnam, Kenneth Curry, Dave LaFontaine

OTHERS PRESENT: Peter Kastenholz, see attached list.

1. At 1:30 p.m., Chairman Clendenning called the meeting to order.

- 2. Public comments. None.
- 3. Chairman Clendenning asked if there were any objections to the minutes of the November 3, 2017, meeting; there were none. The minutes were accepted as drafted.
- 4. The Committee reviewed monthly vouchers and department reports of the departments they oversee. Moved by Leichtnam, seconded by LaFontaine, to approve the reports and the payment of department vouchers. All ayes.
- 5. The Committee reviewed the claim of Bruce Moen. This claim will be provided to the county board. Moved by Wagner, seconded by Leichtnam, to have Risk Management keep the Committee updated on this claim. All ayes.
- 6. There were no new animal claims against the County.
- 7. The Committee reviewed correspondence and legislative issues.
 - a. Moved by LaFontaine, seconded by Wagner, to approve the ordinance to update the Wood County Code of Ordinances and to submit it to the county board. All ayes.
 - b. Legislation on animal drawn vehicles.

Moved by Curry, seconded by Leichtnam, to pass the resolution with the amendment to also forward it on to the town's association as well. All ayes.

Moved by Curry, seconded by LaFontaine, to approve the ordinance and pass it on to the Public Safety and HIRC committees and then the county board. All ayes.

c. Review Wisconsin 2017 LRB-3991 regarding testing of private wells.

Representative Shankland explained the problems associated with some private wells and how this legislation encourages people to have their wells checked via education and grants. A copy of a memo explaining the bill was shared with the Committee and is included with the minutes. Moved by Leichtnam,

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seconded by Curry, to draft a resolution supporting
Representative Shankland's legislation AB 686. 4 ayes
1 nay. Supervisor Wagner was not satisfied with the
income limitations and other issues.

- 8. County Board rules.
 - a. Committees selecting their own chairs.

 Moved by Leichtnam, seconded by Curry, to modify the rules to have the committees elect their own chairs.

 Committee members spoke both for and against the proposal. Supervisor Curry wants the county board itself to make the decision. 3 ayes, 2 nays.

 Supervisors LaFontaine and Wagner voted no as they like the county board chair making the appointments.
 - b. Establishment of a Public Property Committee.
 Supervisor Clendenning feels there is a need for a five-person public property committee due to the importance of the subject matter. Moved by Clendenning, seconded by Leichtnam, to have a five-supervisor standing Public Property Committee. This would take effect at the organization meeting. Lots of discussions had, pro and con. Moved by Clendenning, seconded by Wagner, to table to the next meeting. All ayes.
- 9. Recruiter position.
 Discussion had on past responsibilities of Human Resources prior to a recruiter. Comments on the need for a recruiter. Review was had on the Human Resources Director's memo to department heads on the allocation of hiring duties when we no longer have a recruiter. Lots of divergent thoughts on this matter.
- 10. Civics presentations to schools on local governments. Different ideas were floated with regard to educating students on county government and other areas of public service. Supervisor Leichtnam will be looking into this further and will report back to the committee.
- 11. Agenda items for the January 2018, meeting:
 - Standing Public Property Committee, as opposed to current ad hoc three-person committee
 - County board rule on terminating a position on county board floor.
 - Discuss legislation that sunsets administrative code provisions after nine years unless renewed by legislature.
 - Sulfide mining bill.
 - Educational reimbursement for employees.

- 12. The next committee meeting will be January 5, 2018, at 1:30 p.m.
- Moved by LaFontaine, seconded by Curry, to go into closed session to discuss performance reviews of the Corporation Counsel and Child Support Director. Roll call taken:

 Clendenning aye; Wagner aye; Curry aye; Leichtnam aye; LaFontaine aye.
- 14. At 4 p.m. moved by LaFontaine, seconded by Leichtnam, to return to open session. All ayes.
- 15. Moved by Curry, seconded by Wagner, to adjourn. All ayes.

 Meeting adjourned at 4:03 p.m.

Minutes taken by Kenneth Curry and Peter Kastenholz and approved by Kenneth Curry.

Kenneth Curry

Kenneth Curry, Secretary (signed electronically)

C: Risk Management

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Wood Co Planning Jason Grueneberg Maplineil MCS WCB 5 Adam Fischer Chr. 1 Support Brent Uruwich WCB-14 DENNIS POLACH WCB-1Z DOUG MACHON COC Cindy Toosten Probate Hary Anderson WCB-17 & Zurfluk WC MAINT. KEYBOY YAN YASER WEEM Steve fre is Assembly Dist. 71 Katrina Shankland Firence Marla Cumming HR Warren Kraft WCHSD Brandon Vrhwink NCB LANCE PLIME

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JOINT LEGISLATIVE COMMITTEE

CLARK, LANGLADE, LINCOLN, MARATHON, PORTAGE, WAUPACA, WAUSHARA, AND WOOD COUNTIES

MINUTES

Date and Time: Monday, August 21, 2017, 9:00 a.m.

Meeting Location: Central Wisconsin Airport, Lower Level Room 017, Mosinee WI

Attendees: Kurt Gibbs, Joe Waichulis, Wayne Hendrickson, Bill Clendenning, Keith Langenhahn, Bill Leichtnam, Fred Zaug, Ed Wagner, Bill Zeitz, Sara Guild, Lance Pliml, Mary Ann Lippert, Senator Tom Tiffany, Dennis Kussman, Sarah Dietrick-Kasdorf, Nan Kottke, Laura Mazzini, Bob Lee, Randy Scholz, Dave LaFontaine, O. Philip Idsvoog, Mary Palmer

- 1. Call To Order
- 2. Pledge of Allegiance
- 3. Silent Cell Phones
- 4. Approval of the June 5, 2017 Minutes
 MOTION BY ZEITZ; SECOND BY PLIML TO APPROVE THE JUNE 5, 2017, MINUTES.
 MOTION CARRIED.
- 5. <u>Update By and Discussion With Visiting Area Legislators</u>
 <u>Mary Ann Lippert, Director, Northern Region Office, WI Department of Administration,</u>
 <u>Div. of Intergovernmental Relations –</u>

FoxConn will be brining jobs to South Eastern Wisconsin. They also have need for equipment and supplies in their supply chain. It's estimated that many northern companies may supply those needs for FoxConn. There will be information sessions throughout the State. This Friday at NTC at 2:00 p.m. a computer portal where manufacturers/service providers can register. FoxConn has been asked to develop a list of types of things they will need i.e. chain link fences, landscaping, and other manufacturing needs.

Other events – Small Business Summit – September 26 at Stoney Creek. More information to come.

The evening of October 25th local government reception and October 26 full day program - Governor's Northern Community and Development Summit in Trego/Minong area. It will be an interactive summit.

<u>Growing Wisconsin</u> magazine. If you want copies for all your county board members – contact Mary Ann.

After 4 ½ years covering 40 counties, there will be a new colleague handling the Northeast portion of Wisconsin. Mary Ann will lose Lincoln and Waupaca counties but will be more available.

<u>Senator Tom Tiffany</u>: No Budget has passed yet. Senator Tiffany is hopeful to get a budget out of committee by the end of the month. The Assembly included an additional \$20 million centered around Technical Colleges above the twenty million already in the budget.

The Senator supports FoxConn and believes it will pass as the Assembly has proposed it.

New homes are tied up in regulations relating to lots purchased separately then merged into one lot so the lots cannot be sold separately, as purchased. This zoning ordinance doesn't make sense. When conditions are laid out on permits and they are met, the permit should not be denied.

The mining bill – iron mining – is geared to a single deposit in Wisconsin in Ashland County. This is the largest iron-ore mine in North America – ferris mining vs non ferris mining. Thirty miles either side of Highway 8 – green gem area – one of three to five of the largest areas in the world.

The Bill would get rid of the mining moratorium (open mine for 10 years and close 10 years successfully before opening another mine). And would change the permit process on environmental impacts. Nothing takes away from local control. Take into consideration the boom and bust cycle. Put a provision in the bill to equalize the community.

If mining goes through, the State should get transportation dollars for rail and roads. Also broadband.

A comment was made that FoxConn doesn't take care of its employees and they work long hours with very low pay. Will they go to a lot of robotics? Corning is looking at building a plant with 500 people to make what FoxConn needs. Jobs should happen before they receive incentives. Concern is that most jobs will be from Illinois. This could reverse brain drain.

6. <u>Updates from Wisconsin Counties Association (WCA) Representative and Review of 2017</u> Resolutions

Keith Langenhahn, Field Representative and Sarah Dietrick-Kasdorf, Deputy Director of Government Affairs represented WCA. Things are quiet in Madison.

- There will be a public hearing on the FoxConn bill on Thursday and then a meeting on smaller budgetary items.
- There will be a couple of public hearings this week Wednesday counties work
 collaborative on child welfare services special legislation is needed to do that. Also
 a bill to change some child neglect laws.
- Public hearing today in Green Bay regarding administrative rule out of Department of Health Services, FoodShare Employment and Training (FSET) program doing drug testing. Public comment will be accepted through August 28th.
- Income Maintenance (IM) implementation and drug testing. Clarification is wanted on what counties will not have to pay for this plus the State will pay for drug treatment as long as there are no other payer source. If a person comes to FSET for county services, will the State reimburse them? DHS will pay rates no higher than Medicaid.
- Following rule closely. Applications to grievance process as a follow up to ACT 10 not introduced yet.
- Sheriff's sales requires Clerk of Courts (COC) to notify Register of Deeds when a
 home is sold and deed should be transferred to new property. COC opposes this but
 the Sheriffs and Register of Dees support this along with WCA supports.

• Delinquent property taxes – working with the Treasurers Association. When does the 5 day grace period start? When it falls on the weekend does it start on Monday? Answer: Looking at when starts on a weekend, ends the following Friday.

RESOLUTIONS:

There were 61 Resolutions this year. 44 were recommended for adoption; 3 were referred to the Board of Directors; and 14 not recommended.

Later this week each county will receive a copy of the resolutions.

7. <u>Update On Federal Issues By Senate And Congressional Representatives</u> Sarah Guild – Congressman Sean Duffy's Office –

- Gray wolves are not being removed from endangered species. Congressman Duffy is working to get that changed. Over the summer at least two calves have been killed by wolves this summer.
- He is working with veterans who are having problems with their VA cases getting benefits, awards, etc. reaching out to their office.
- Tax reform on the docket, congressional budget, healthcare,
- Working on renewal of national flood insurance program scheduled to have the insurance renewed by end of September or early October.
- Chairs and elected officials received an e-mail today for a discussion this Thursday on drug enforcement activities to try and get someone from each County, to talk about local, state and federal levels across the northern third of Wisconsin. Where is funding going and where does it need to go. It will be at NTC.

Supervisor Zeitz – The Department of Justice is looking into national health care fraud charges. There have been about 115 medical doctors who are pushing opioids that are the gateway to heroin. Supervisor Zeitz feels the CIA is sponsoring the opium. Worried about sanctions being put in place that will probably lead to war. We need to change foreign policy.

- 8. Thank you Clark County for Hosting Today's Meeting
- 9. Next Meeting Date December 11, 2017, Hosted by Waushara County
- 10. Meeting was adjourned at 10:14 a.m. MOTION BY IDSVOOG; AND SECOND BY CLENDENNING TO ADJOURN THE MEETING. MOTION CARRIED.

Respectfully submitted by, Mary Palmer



WOOD COUNTY CRIMINAL JUSTICE TASK FORCE MINUTES

September 20, 2017

PRESENT: Greg Potter, Branch 1; Nicholas Brazeau, Jr., Branch 2; Todd Wolf, Branch 3; Craig Lambert, District Attorney; Cindy Joosten; Clerk of Court; Lance Pliml, Wood County Board; Trisha Anderson, Victim Witness; Rick Gramza, Marshfield PD; Ted Ashbeck, Wood County Jail; James Wunrow, Wood County Jail; Lori Heideman, Wood County Dispatch; Jackie Arnold, Clerk of Courts; Dan Schroeder, Dept. of Corrections; Caitlin Saylor, Dept. of Corrections; Kate Frigo Drury, Public Defender; Julie Braun, Dept. of Justice; Shawn Woods, Nekoosa PD; Melvin Pedersen, Grand Rapids PD.

12:02 Judge Potter called meeting to order. No corrections made to minutes of 6/21/17. Minutes are approved.

No public comment

No additions to agenda for today.

RESTITUTION CHANGES PER ACT 355 – Trisha Anderson introduces Julie Braun, Policy Advisor for Office of Crime Victim Services at Department of Justice. Julie presents handout regarding Act 355, which was effective 7/1/16. The main goal of the act is to give priority to collection of restitution owed. Cindy Joosten advises how restitution is collected now through TRIP. The DOR can now collect restitution debt. The advantage to DOR collect would be accounting, as they can send reports to COC offices. Julie talks about the priority of CCAP applying money to restitution, as defendants can select priority of payments when paying online. DOR has resources to collect and are aggressive. There is a 15% charge that gets charged to the offender. DOC can also utilize DOR collection. They recommend that Court make it a part of order as to how much and when restitution should be paid. Melvin Pedersen inquires if DOR collection is available to municipal courts and Julie confirms that it is.

NEW PRETRIAL/JURY TRIAL PROCESS – Kate Frigo Drury addresses Wood County rules regarding new pretrial/jury trial process. She feels that by not having contact with a defendant until final PTC, settlement negotiations are lost. She feels it may be an ethical issue and it may violate defendant's rights. She has asked for an advisory opinion, but has not yet received a response. She requests status conference date between initial appearance and Final PTC. She has talked to DA Lambert and he agrees with request. She feels this additional court date will resolve any issues. Judge Potter feels that another court date is a waste of time and that will only be accommodating to a small number of defendants. He says if an attorney feels a status conference is necessary, they can call the assigned branch to schedule a court date. Craig clarifies that he feels a status conference would be helpful, but Courts would not need to be involved in that conference. Kate has talked to other defense counsel who accepts PD cases. They do not like the new system because of scheduling conflicts, but they feel a status

conference would be helpful for defendants not being in contact with their attorneys. All three judges agree that they will discuss the matter between them. Trisha states what the perspective of victims is on court dates.

E-FILING/PUBLIC DEFENDER APPOINTMENTS – Public Defender's office need a case number before they can file an Order Appointing Counsel. They are holding referrals and checking CCAP every day to see when case has been filed. It seems to be running smoothly at this point.

RESTORATIVE JUSTICE – Trisha states that 30 people were at the last Victim Impact Panel and things went well.

ROUND TABLE – Judge Brazeau addresses with DA diversion agreements on felony cases. All the judges agree that they do not want these cases on their caseload during deferred period. Craig states that deferred cases are rare and they it was a coincidence that two occurred within a week. They do not make deferred cases a regular practice.

Judge Brazeau addresses with the Jail bonds that are done over the weekend. He does not feel that defendants should be given the standard \$500 bond for violating a restraining order. He asks that they first have a judge review charges before bond is set. All of the judges agree.

Due to lack of time, other agenda items were not discussed.

Meeting adjourned at 1:15 p.m.

Submitted 9/22/17

Jackie Arnold Deputy Clerk of Courts



Wood County WISCONSIN

CORPORATION COUNSEL OFFICE

Peter A. Kastenholz CORPORATION COUNSEL

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE November 2017



- Goals. Record Retention Ordinance. The State Public Records Board (PRB) has a standardized 1. set of schedules for counties to use in setting minimum record retention periods. In that we need to update the Wood County record retention ordinance, it is important to be able to work with the standard schedules as they identify and set time periods on over 1000 distinct types of records. A problem has arisen in that one area of our practice does not currently comply with the standard schedules. With respect to video records made by the county, such as squad cam, body cam and security monitoring videos, the standard schedule requires them to be kept for 121 days but we only retain them for 30 days unless there is a need to keep them longer. IT advises that we are looking at over \$70,000 in additional storage and backup fees to increase our current 30-day retention periods up to the 121 days. The PRB has refused all requests to date to shorten these retention periods due to costs. I am advised by PRB staff that state agencies, counties, and other local units of government that have this same problem are simply adopting the state schedule but internally lowering the time periods that video records are kept unless there is a perceived need to keep them longer. There is some, but not much, risk in taking this approach and so I advise doing the same.
- 2. Portage County Draft Public Health & Groundwater Protection Ordinance. Wood County Health Director Susan Kunferman took the initiative to ask me to give a quick overview of a draft groundwater protection ordinance that is apparently being considered in Portage County. I spent about 40 minutes reading through the ordinance and then another 40 minutes or so setting forth my thoughts based just upon the cursory review. Here is a summary of those thoughts: 1) I don't think a county has the authority to regulate CAFOs as the draft ordinance is trying to do here, 2) it isn't clear to me if the regulations are infringing on a constitutional right of the regulated and, if so, if the regulation has been drafted in a sufficiently narrow fashion to constitutionally do so, 3) the ordinance has the county granting authority to its towns that it probably doesn't have the right to do, 5) the county is assuming authority that the state has delegated to itself and, therefore, is likely invalid, and 6) having the Land and Water Conservation Committee set up as an appellate body is fraught with problems.
- 3. As I sit here and contemplate what to report to you folks, my bosses, I mentally review what has happened this past month. There have been the standard guardianship, protective placement and mental commitment hearings, the child support cases, drafting and reviewing of contracts and other transactional matters, but that stuff is all the norm and doesn't present much risk the county or I will get in trouble over it such that it should be reported to you. I have spent some time this past month on and now am pretty much done with my goals for the year and I am thinking about what to suggest for next year. My thoughts tend to run along the lines of drafting new policies and procedures and updating old ones as that tends to make things run more efficiently around here, but maybe you gentlemen have some different ideas. You are encouraged to give that some thought for me and any other department head you will be involved in setting goals for this next year.



Wood County WISCONSIN

CORPORATION COUNSEL OFFICE

Peter A. Kastenholz CORPORATION COUNSEL

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE December 2017

- 1. Intellectual Property issues. About every year or so I receive a question pertaining to intellectual property rights and the question usually starts with: "Did we violate the law by" and my answer is usually "yes, we did." The latest situation comes out of Edgewater Haven and the scenario seems rather innocuous, playing CD movies for residents in a group setting. Whether the county buys or rents the CD doesn't matter, we need a license to play it to a group of people and there are entities out there that can grant such licenses but they aren't necessarily cheap. There probably isn't a way for me to prevent such violations from arising in the future as I don't always think in terms of intellectual property rights when considering matters but I can do some educating such that the awareness of the issue is at a higher level. To that end, I will prepare a memo to the department heads on it and talk about it at a department head meeting. I will also arrange to have the memo and all of the other memos I have prepared for the board collected and put in one spot for easier reference by staff and supervisors alike.
- 2. Jason Rodeghier. Mr. Rodeghier is a former employee at Norwood who was terminated for refusing to go to his assigned work location and work. He had appealed his termination through the county's Complaint Resolution Process, including a review by the county board, and lost at each stage of the process. Mr. Rodeghier then filed a complaint with the consolidated state Equal Rights Division and the federal Equal Employment Opportunity Commission (ERD/EEOC) and lost at the first stage. It was thought and reported by me that Rodeghier had not timely appealed those ERD/EEOC determinations but we have now found out that he did timely appeal. It is just that neither he nor the ERD advised the county of the appeal until now, when we received notice the case has been set for a pre-hearing conference. The county is represented here by counsel for our insurer, Chubbs Insurance. We are getting close to using up our deductible on this case (\$10,000) so soon all of the ongoing costs will be at the expense of the insurer, yet the insurer has verified that the counsel does directly represent the county and not the insurer, per the policy. Although I wouldn't normally keep you posted on a case of this nature unless it appeared the county was likely to be facing uncovered damages, due to the more political nature of this case, I will keep you updated. It is worth noting that Mr. Rodeghier has directly contacted county board supervisors, both telephonically and via email, in the past. Any such attempts at contact with you by Mr. Rodeghier that might pertain to the case should be refused and brought to my attention.
- 3. Advice. Sometimes there isn't a complete understanding between the folks who seek my advice, like supervisors, department heads and employees, and me with regard to why I am giving the advice and whether it is confidential or not. I give advice because it is part of my job, not because I advocate for or against a position being taken. Sometimes I am asked how to accomplish something and I disagree with the action being proposed. I may comment on what I think on the topic and why, but my thoughts are hardly relevant. My job is to give advice irrespective of whether I support what is being proposed. By the same token, one shouldn't assume that I support an action that I have given advice in regards to. Likewise, if you want advice on how to counter something I have given advice on how to accomplish, just ask. Years ago retiring supervisor Joe Raubul said to me that he told a new supervisor if you need to know how to get something done to ask Kastenholz. The new supervisor was at that time opposed to some litigation the county had brought and was concerned about getting legal service from me.

Reportedly, Joe stated, "who cares what Kastenholz thinks, he works for us, ask him your question and he'll get you the answer." Joe was right.

A related issue, one that I sometimes struggle with, has to do with the confidentiality of the advice I give. Obviously HIPAA and other federal and state laws control what can be shared with regard to many of the cases I work on but my focus here is more on the politicized matters and the procedural advice I give. It isn't confidential but I am not always willing to fully share who I told what to. Let me explain. Say for instance a county board supervisor asked how to go about creating the position of county executive. I then advise them how to do it (even though I don't support it, but no one cares about that). Then supervisor B asks me if I have given information on how to create the executive position. I will confirm that I have done so but I won't say to whom I gave the advice. If supervisor B wants to know how to force me to say to whom I gave the advice, I will (reluctantly) state that they can go to my oversight committee and if the oversight committee says to divulge the information, then I will do so. That is the process I have worked out over the years but never actually wrote it down. If you don't like it, well, I march to the beat of your drum, so let's collectively discuss it so you can give me the marching orders you want.



Wood County Wisconsin

CHILD SUPPORT
AGENCY

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NOVEMBER 2017

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE Prepared by Child Support Director Brent Vruwink

- Department of Children and Families Secretary Eloise Anderson, Deputy Secretary Brad Wassink and Area Administrator Tonja Fischer visited the Child Support Agency on October 3rd. We were able to discuss the Child Support Program and get an idea of what DCF's vision is for the program moving forward.
- I completed the annual County FTE Survey and sent it into the state. The state will submit it to the Federal Office of Child Support Enforcement.
- We are beginning the recruitment process to replace Pamela Piotrowski who will be retiring on December 15th. Pam's 18 plus years of experience will be difficult to replace.
- The WCSEA Annual Fall Conference that Wood County hosted at the Hotel Mead on October 4th, 5th and 6th was a resounding success. The Hotel Mead did a wonderful job meeting the needs of over 300 child support professionals from around the state. Shannon Lobner, Tiffany Ringer, Denise Willfahrt, Nicole Stelzer and I all presented at the conference. I couldn't be more proud of my staff for putting together such a fantastic conference.
- Tiffany Ringer will be attending WCA CAP day on October 25th.
- We are working with the Ho-Chunk Nation on the transfer of cases from Wood County to the Nation. They have indicated they are looking for us to transfer about 32 cases.
- On October 30th I will be having a conference call with the Bureau of Regional Operations Coordinator Heidi Schaible to perform our annual check in.
- The Federal Fiscal Year has concluded and we met all the Federal Performance measures for the second year in a row. This achievement will keep our funding consistent for 2019 as funding is based on performance.
- The current IV-D case count is 3,946.



Wood County wisconsin

CHILD SUPPORT
AGENCY

DECEMBER 2017

MONTHLY REPORT TO THE JUDICIAL AND LEGISLATIVE COMMITTEE Prepared by Child Support Director Brent Vruwink

- I will be attending the Joint Legislative Committee meeting on December 11th.
- I will be attending the WCSEA board meeting on December 14th in Madison.
- Nicole Stelzer and I completed Mediation Training on November 17th.
- We are in the middle of recruiting to fill the Case Worker Position that is being vacated by a retirement. We will be conducting interviews the week of November 27th.
- I will be working with Human Services on the Children First Program request in the coming weeks.
- I have been working with Representative Krug on the Administrative Paternity Legislation.
- I will be working on the cooperative agreements during the month of December.
- Performance numbers continue to be strong through the first month of the Federal Fiscal Year.
- The current IV-D case count is 3,913.

TO:

Legislative Colleagues

FROM:

Rep. Katrina Shankland

DATE:

October 26, 2017

RE:

Co-sponsorship of LRB 3991, relating to private well testing and compensation for well

contamination and abandonment

DEADLINE:

Wednesday, November 8th at 4:00 p.m.

Clean and safe drinking water is vital to quality of life, public health, and our most basic dignity. With roughly four in ten households in Wisconsin relying on private wells, we must do more to ensure people are testing their wells and acting to remediate their contaminated wells. According to the Environmental Public Health Tracking Program, a 2013 study found that 47% of private wells tested in Wisconsin were contaminated at levels above health standards. One in five private wells in Wisconsin are unsafe to drink from due to nitrate contamination, affecting roughly 90,000 households. Coliform bacteria were present in 16% of private wells tested from 1988 to 2017. Homeowners across the state are buying bottled water because they can't afford to spend thousands of dollars to replace a contaminated well.

Meanwhile, a 2015 study determined that only roughly half of Wisconsin households tested their wells in the last decade, and only 22% tested their wells within the last 1-5 years. Given the damaging effects of water contaminants on the public health, especially on our elders, children, infants, pregnant women, and people living with chronic conditions, we must stress the importance of testing our water sources and incentivize the annual testing of private wells.

Incentivizing well testing and increasing eligibility for well compensation grants are significant yet simple steps the legislature can take to recognize the problem we are facing with access to clean water in Wisconsin. This legislation will empower homeowners to monitor their private wells, know what's in their drinking water, remediate contaminated wells, and work with their communities to identify solutions to contamination sources.

Private Well Testing Grants

The DNR recommends that homeowners test their private wells at least once a year for coliform bacteria, nitrates, arsenic, pesticides, and other hazardous contaminants. Unfortunately, some homeowners are unaware of how to submit samples to a certified lab or simply can't afford the testing fees, which can average \$70 or more. Most importantly, many homeowners said in a survey that they were unaware that they needed to test their well because their water clarity and taste was fine.

This bill provides \$100,000 annually for the DNR to administer a private well testing grant program. Under the program, local governments would apply for funding, and in turn, would disperse grants to eligible residents to help offset the cost of testing their wells. Local governments receiving funding through the program would be required to notify the public of the availability of these grants. Educating the public about the importance of annual well testing and offering to cost-share or fully cover the testing fee is a powerful way for local governments to help homeowners know what is in their water.

Well Compensation Grants

The Well Compensation Grant Program is an existing program that helps homeowners replace, reconstruct, or treat their contaminated wells. However, many homeowners with contaminated wells have found that they are ineligible for the program due to the income threshold and other restrictions.

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Homeowners with serious nitrate contamination, for example, only qualify for well compensation grants if their contaminated well is used as a source of drinking water for both residents and livestock.

This bill eliminates the requirement that a homeowner must own livestock to qualify for grants for nitrate contamination. Additionally, it expands funding for the Well Compensation Grant Program to \$1 million annually, raises the family income limit to \$100,000 (with a sliding reduction in grant awards beginning at \$65,000), and increases the maximum grant award from \$9,000 to \$12,000.

If you would like to co-sponsor LRB 3991, please reply to this email or call my office at 7-9649 by 4:00 p.m. on Wednesday, November 8th.

Analysis by the Legislative Reference Bureau

This bill requires the Department of Natural Resources to administer a program to provide grants to cities, villages, towns, and counties for the testing of privately owned wells. The bill also makes changes to the well compensation grant program currently administered by DNR.

Under current law, an individual owner or renter of a contaminated private well may apply for a grant from DNR to cover a portion of the costs to treat the water, reconstruct the well, construct a new well, connect to a public water supply, or fill and seal the well. To be eligible for a grant the well owner or renter's annual family income may not exceed \$65,000. A grant awarded under the program may not exceed 75 percent of a project's eligible costs and may not cover any part of a project's eligible costs that exceeds \$12,000. In addition, if the well owner or renter's annual family income exceeds \$45,000, the amount of the award is reduced by 30 percent of the amount by which the annual family income exceeds \$45,000.

The bill increases the family income limit to \$100,000 and increases the grant award limit to 75 percent of no more than \$16,000 of the project's eligible costs. The bill also increases the amount of annual family income that triggers a reduction of an award to \$65,000.

Under current law, a well that is contaminated only by nitrates is eligible for a grant only if the well is a water supply for livestock, is used at least three months in each year, and contains nitrates in excess of 40 parts per million. The bill eliminates the requirement that the well be used for livestock.

For further information see the *state and local* fiscal estimate, which will be printed as an appendix to this bill.



Wood County WISCONSIN

Emergency Management Office County - MCPL Services

October 30, 2012

RECEIVED
NOV 10 201/ D

John Damrau, Chairperson 9506 CTH BB Marshfield, WI 54449

Cameron Fire Department ATTN: Ron Beers 9884 S. Washington Avenue Marshfield, WI 54449

Marshfield Post Office 202 S. Chestnut Avenue Marshfield, WI 54449 Nancy Tremelling, Clerk 9004 Mill Creek Drive Marshfield, WI 54449

Marshfield Fire & Rescue ATTN: Jim Schmidt 514 East Fourth Street Marshfield, WI 54449 receive.

NOV 1.3 2017

WOOD CO. CORP. COLMSEL

RE: Building Numbering Update - Town of Cameron (03)

Please find the enclosed information which has been updated to include recent additions and/or changes that have been made due to the reconstruction of USH 10 and changes to connecting road. These changes are being made to correct an additionary range for a north-south portion of USH 10 which now duplicates an address range in the western portion of USH 10. Please note -- the changes listed are effective as of November 27, 2012.

Please enter the data shown in the appropriate sections of your Building & Numbering binder and update your maps accordingly.

Singerely,

Steve R. Kreuser, Director (Emergency Management

SRK/bin enclosure

cc: TDS Telecom, Attn: Rose Martin

Al Breu, Building Inspector

Marshfield Utilities

Wood County Dispatch (via email) Wood County Treasurer (via email)

Wood County Planning & Zoning (via email)

Wood County Clerk (via email)

cci Copp Counsel

Kisk Hymt

Emergency Hymt

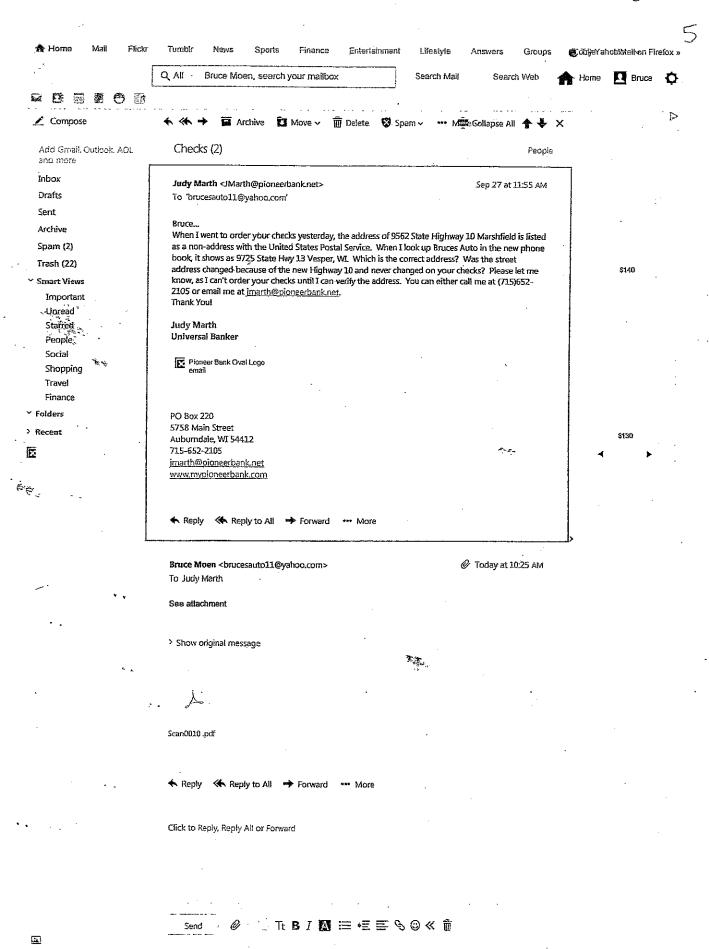
Treasure

Buncef Woon 12/21/16 10014 Colyn Bruce T Moen-Bruce's Auto O Original Address Jince 1947 my to the market of 9725 HW9 10 my bit me Lebeter 9725 HW9 10 marshtion. Marshtion. Herets Klopic OF 9725 HW413 South First Address Change. Marshfield WL54449 FFThat Wasn't Enough Aggravation Fut Tieted They Donathant To Payment work Bace The Statrof Wisconsin DOT They Changed My Address Again-Second Aldre Cha (3) 9562US/Q MarshtieldW1-54449 = All CarSales Are-Tuternet Sales - During The Address Changes, Every One OF My Costomers That Bought Cars From Method T Closed The Dods And Collected Sales Tax FOR The State of Wisconson. - THat Too Explain Too Them Where My Shop Was. The Futnermet Halle Fu Two Different Places, And Mary Wedner Of The Customer Got Lost T Have There #57 Falls tree Wedner Of The Customer Got Lost Too Min Flater Explain How To Gut Too Min -then Thought TWash Hoar After Being Tu Business Since 1994 - Thanks DOT This Caused A Lot of Aggrivation Too Meet My Family Time hosts The Address Changes I Cannot Deeal With Any More Of The State of Wisonsins P.S. Every Cart That wastes FORThe State Gette A Healthy Sovew Ups FOR Free Cool Bentites Pay hack witch 76 energy From the Tax Thanks Too Guys Like Bruce J Moren Works 7 Drys Awerek Fall State - with Proporty & Region Pares Employ J178 Makies My You're BOSS Brut

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ei/ MUNT



182

700: DMV From British 10/17/17 This Bill Needs Too Bre Paid With In 5 30 Days Of This Notification. It Not Paid All Of The People On The 1st Page Wood Co. Wison Will Be Seeing Me Fu Court-This Case Will Not Betteld In Wood Count Due Too To many Crooks There Fran On Going To the Supreme Court Too Over whe Wood Co. P.S. Oue OF My Good Friends Just Whent There.
John D. Koran And He Won. FThank Him For Pairing
The Path FOR Me Too Go There. P.S. This Address Thing Also Affected, Another Friend Of Mine Rodney Feltz-My Ninghbour TAM Troing To Get Him To Join Fn On The Bill OR Eventual Lawsutte To Follow. Please Pay The Bill I Have Sent You. I Really Don't Want To Go There Laws with Land However To You Don't Pay Your Groung too LOSE AND Threy
Have Too Pay My Attorney Fees to Top Youre
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WOOD COUNTY



1 LaFontaine, D

2 Rozar, D

3 Feirer, M

4 Wagner, E

5 Fischer, A

Ashbeck, R

Kremer, B

Winch, W

Henkel, H

Curry, K

Machon, D

Hokamp, M

Clendenning, B

Polach, D

18 Hamilton, B

Leichtnam, B

16 Pliml, L Zurfluh, J

6 Breu, A

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12

14 15

ORDINANCE#

5-ITEM#

DATE

December 19, 2017

Effective Date Upon passage & publication

Introduced by Page 1 of 1

NO

YES

A

Judicial & Legislative Commtitee

LAD

Motion:		Adopted:			
1 st		Lost:			
2 nd		Tabled:			
No:	Yes:	Absent:			
Number	of votes requi	red:			
X	Majority	Two-thirds] Two-thirds		
Reviewed	l by: <u>PA</u>	, Corp Counse	1		
Reviewed	by:	, Finance Dir.			

INTENT & SYNOPSIS: An ordinance updating the Wood County Code of Ordinances.

FISCAL NOTE: Publication costs.

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY ORDAINS AS FOLLOWS:

Section 1. The Code of Ordinances in book form entitled "Wood County Code of Ordinances" having been placed on file and open to public inspection in the office of the County Clerk since December 1, 2017, in accordance with the procedure provided for under section 66.0103, Wis. Stats., is hereby adopted as the general Code of Ordinances for Wood County, and all previously adopted general ordinances of Wood County are hereby repealed, except as provided in Section 2 of this ordinance.

Section 2. The Wood County Code of Ordinances hereby adopted shall not be deemed to repeal any special ordinance of Wood County or any general ordinance or part thereof relating to the following subjects and not conflicting with any provisions of the Wood County Code of Ordinances:

- The issuance of bonds, notes, or other obligations of the County.
- Rights, licenses or permits, or the creation of contractual obligations with the County.
- The letting of contracts with or without bids.
- Tax matters.

The Wood County Code of Ordinances hereby adopted shall not be deemed to repeal any specific ordinance or part thereof if such ordinance or part thereof requires formal approval by an entity separate and distinct from Wood County, until and unless such approval is obtained.

Section 3. This Ordinance shall take effect upon passage and publication, as required by law, except insofar as any ordinances or parts thereof need to be reviewed or approved by an entity other than Wood County, and whereas upon any such review or approval being completed such ordinances or parts thereof shall take effect as required by law.

MINUTES OF THE HIGHWAY, INFRASTRUCTURE & RECREATION COMMITTEE

DAY & DATE:

Thursday, December 07, 2017

TIME:

8:00 AM

PLACE:

Wood County Highway Department, 555 17th Ave North,

Wisconsin Rapids, WI 54495

ADJOURNMENT TIME:

11:50 am

MEMBERS PRESENT:

Chairman Al Breu, Supervisor Marion Hokamp, Supervisor David

LaFontaine, Supervisor William Winch, Supervisor Joseph Zurfluh

OTHERS PRESENT:

Dennis Polach, Wood County Board Supervisor; Bill

Clendenning, Wood County Board Supervisor, Chad Schooley, Parks & Forestry Director; Sandra Green, Parks & Forestry Office

Supervisor; Fritz Schubert, Forest Administrator

1. Call meeting to order. Meeting called to order at 8:05 am.

2. Public comments.

3. Approve minutes of the November 2, 2017 and November 14, 2017 Highway, Infrastructure, and Recreation Committee meeting(s).

Motion to approve minutes of November 2nd and November 14th by D. LaFontaine, second by M. Hokamp. Motion carried.

Approve minutes of the October 17, 2017 Wood County State Wildlife Area Advisory Committee.

Motion to approve the Wood County State Wildlife Area minutes by D. LaFontaine, second by B. Winch. Motion carried.

PARKS:

- 4. Parks Construction Supervisor report.
 - a. Current projects update.
 - b. Employee matters.

Motion to approve Parks Construction Supervisor report by D. LaFontaine, second by B. Winch. Motion carried.

- 5. Office Supervisor report.
 - a. Snowmobile/ATV Reports
 - b. Office Update

Motion to approve the Office Supervisor report by J. Zurfluh, second by M. Hokamp. Motion carried.

- 6. Parks and Forestry Director report.
 - C. Schooley asked the committee how they would like to address the memo from HR Director Kraft, in regards to Departments' new responsibilities with employee recruitment and hiring. Schooley stressed his frustration and disappointment with those who voted in favor of eliminating the recruiter position, without thoroughly understanding the impact it would have on departments.

He feels that discussions should have taken place prior to eliminating the position, not afterwards. The committee would like to have this subject brought back for the January HIRC for more discussion.

- a. Special Use Permits
 - January 19th 21st, request from Boy Scout Troop #111, they would like to do some winter camping on east shore at Nepco Lake County Park. They are not utilizing the shelter building so there is no fee.
 - Pittsville Lions Club, 44th annual Dexter Fisheree. They use the shelter house.
 - Annual Dexter County Park Central WI Ice Racing Association on February 18th with set up on the 17th. For all these events we do require the events coordinator to have liability insurance. It is noted that it is not Wood County's responsibility in determining the safety of the ice thickness.

Motion to approve the Special Use Permits by D. LaFontaine, second by J. Zurfluh. Motion carried.

Motion to approve the Parks and Forestry Director report by D. LaFontaine, second by J. Zurfluh. Motion carried.

FORESTRY:

- 7. Forest Administrator report. Motion to approve the Forest Administrator report by D. LaFontaine, second by M. Hokamp. Motion carried.
- 8. Timber Sale Update. We most likely will not reach our targeted revenues for this year. However, the freezing weather is looking good for more work to begin very soon on timber sales.
- 9. Correspondence. None.
- 10. Approve payment of bills. Motion to approve payment of bills by D. LaFontaine, second by J. Zurfluh. Motion carried.
- 11. Revenue report. Motion to approve revenue report by J. Zurfluh, second by M. Hokamp. Motion carried.

HIGHWAY:

Village of Hewitt Quiet Zone. They sent D. Passineau a letter which he read. The committee reviewed the letter presented to Doug Passineau by the Village of Hewitt. The position of the committee remains the same in that D. Passineau has to be assured by the Village of Hewitt that the stipulations the committee made are met before he goes forward with issuing this permit.

12. Ordinance regarding Amish vehicles. A resolution was passed around for signatures. Bill Winch explained the ordinance and how it would affect the way Amish vehicles are operated on all state, county and township roads in Wood County. It would require several different issues to be addressed in terms of how they operate their vehicles, what type of equipment will be required such as lights, as well as learning the rules of the road. We are doing this to save lives and reduce the chance of an accident between a legally lighted and operating vehicle and an Amish buggy.

Motion to approve the ordinance by B. Winch, second by D. LaFontaine. J. Zurfluh is voting no due to the fact that there are a lot of questions that are not answered at this point. Voting yes are D. LaFontaine, A. Breu, M. Hokamp and B. Winch.

13. Resolution to amend the 2017 budget.

Motion to approve the resolution to amend the 2017 budget by D. LaFontaine, second by M. Hokamp. Motion carried.

- 14. Liquid Anti-Icing Section DOT. D. Passineau had a meeting with DOT and they are willing to finance a tank on one of our trucks. He is looking for support from the committee to move forward.
 - a. Salt Brine Truck DOT, discussed.
 - b. Quad Axle Truck DOT, discussed.
- 15. Farm Tech Days (July 10-12, 2018). Brochures were passed out. Highway will be attending.
- 16. Sand and Aggregate Bid Results. Motion to approve the bid most advantageous to Wood County by D. LaFontaine, second by J. Zurfluh. Motion carried.
- 17. WCHA Succession Planning. Wisconsin County Highway Association is long term planning.
- 18. Marshfield Shop Lighting. They will update the lighting in the Marshfield shop. He will most likely bid this project out. He will also check into "Focus on Energy".
- 19. Frac Sand update. No update at this time.
- 20. Current projects update. Discussed.
- 21. Approve payment of bills. Motion to approve payment of bills by D. LaFontaine, second by J. Zurfluh. Motion carried.
- 22. Accounting Supervisor's Report. Motion to approve Supervisor's report by J. Zurfluh, second by M. Hokamp. Motion carried.
- 23. Correspondence. Resolution for County Trunk a re-jurisdictional transfer will be sent to County Board. There are some water issues here at Highway so if you see some digging around the building that is what is going on. Motion to approve correspondence and report of the Highway Commissioner by D. LaFontaine, second by B. Winch. Motion carried.

Go into closed session pursuant to §19.85 (1)(c), Wisconsin Statutes for the purpose of evaluating the 2017 performance of the Highway Commissioner and Parks and Forestry Director and for determining the goals and objectives for the 2018 evaluation.

Motion by D. LaFontaine and second by J. Zurfluh to enter closed session at 10:20 AM. Roll call vote. All ayes. MC.

- 24. Return to open session. Motion to return to open session by D. LaFontaine, second by J. Zurfluh. Motion carried.
- 25. Next meeting date: January 4, 2018 at the Wood County Highway Department, 555 17th Ave. North, Wisconsin Rapids, WI 54495 at 8:00 am.
- 26. Motion to adjourn. Motion to adjourn by J. Zurfluh, second by B. Winch. Motion carried.

Signed by, Secretary Marion Hokamp

Marion Hokamp

Minutes taken by Sandra Green, Parks & Forestry Office Supervisor

PARKS CONSTRUCTION SUPERVISOR REPORT

December 7, 2017 By D. Quinnell

CURRENT PROJECTS

- Continue assisting IT on the Dexter shop telephone and WI FI.
- The North Park stone bridge is completed. Cement and Riprap was added to protect some of the eroded areas of the bridge.
- We are improving the sites in South Park 3rd loop as weather permits.

MAINTENANCE OPERATIONS

- Powers Bluff winter area is prepared for the winter season.
- All parks are closed and are working on winter maintenance projects such as cutting dead trees, repairing tables and repairing equipment as well as winterizing equipment.
- We are doing some brush and evasive species control at the Nepco Park with the JCB skid steer and forestry mulcher head.

EMPLOYEE MATTERS

• All full time employees will be having a quarterly meeting and Powers Bluff training session December 21, 2017.

OTHER

- The old Dexter shop is ready for sale.
- I am drawing plans and getting estimates for a new operations tower at Powers Bluff, on the top of the tube tow.
- We tested a pull behind aerial lift in the park for tree trimming and limbing. The results are inconclusive at this time. We are evaluating the pros and cons of a pull behind unit vs. our existing 2-wheel drive bucket truck.

WOOD COUNTY PARKS & FORESTRY OFFICE SUPERVISOR REPORT

December 7, 2017

By: Sandra Green

SNOWMOBILE:

- I handed out the new Winter Parks & Forestry brochures to everyone at the meeting.
- In SNARS, I went in and approved all of the grooming units so the clubs can begin entering their information.
- There is a Snowmobile Safety class being held on December 5th and 12th by the Kellner Knights. For more information, contact Dan Guck.
- A new policy is that any new bridges that are built need to be at least 25K lbs in order to accommodate the larger groomers.
- The DNR State Audit of the Supplemental paperwork I sent in went very well.
- Waiting on the final supplemental ½ payment and then I will distribute to each club.

OFFICE:

- Reconciled Dexter Campground money.
- Provided Wellness materials to employees in the field and office.
- Attended and took minutes at the regular November 2nd HIRC meeting as well as a special HIRC meeting which was held on November 14th.
- Distributed and mailed the Wood County Parks & Forestry winter brochure.
- Sent out News Release to media, our website and Facebook regarding the Powers Bluff Development Project Rubi Reds fundraiser.
- Recorded opening of sealed bids for Forestry on November 9th.
- I had my 2017 performance evaluation on November 20th with Chad.
- Worked on setting up a survey on SurveyMonkey for our open spaces plan.
- Placed our annual order for envelopes with the purchasing dept.

Parks and Forestry Director Report

By Chad Schooley, Parks and Forestry Director December 7, 2017 HIRC meeting

- I attended the Wisconsin Parks and Recreation Association (WPRA) fall conference, which was held November 7-10 in Wisconsin Dells. The conference had many excellent speakers in the Park and Recreation profession.
- Attended the HIRC meeting and County Board on Nov. 14.
- Met with a representative from the Wisconsin Rapids Bird City USA organization. The group is interested in working with Wood County in protecting and providing habitat for birds in Wood County.
- Met with Adam D., County Planner, to continue with the Parks, Recreation, and Outdoor Spaces Plan update.
- Met with Pam Ironside, and representative from Miller and Associates, to go over ideas for possible playground improvements at South Wood County Park.
- Attended the Wisconsin Rapids Sports Commission meeting and gave the group an update on the Powers Bluff Development Project.
- Met with a representative from the 2018 Farm Progress Days committee. They have invited the Parks and Forestry Department to set up an informational booth, showcasing Wood County's parks and forests, as well as the Powers Bluff Development Project. It is refreshing to know that local organizers, of such a huge event, recognize the importance of our quality parks and forestry areas in Wood County!
- I have completed the annual evaluations for all supervisory staff in our department.
- I will be bringing hard copies of my 2017 evaluation form, as well as a summary of my 2017 goals, to the meeting. My 2018 goals will be included in the 2018 Work Plan, which will be a part of the January HIRC meeting. If you have specific goals that you want me to include, please let me know.

November events – 7 shelter reservations

Special Use Permits

- Jan. 19-21, 2018, Boyscout Troop 111, winter camping at Nepco Park. Troop will be hiking into the far eastern portion of the park, and set up camp. Activities will include: fishing, snowshoing, and Cross country skiing.
- Feb. 4, 2018, Pittsville Lions Fisheree on Lake Dexter. Fee has been waived for shelter use in the past due to Lions assistance during past projects, and financial assistance for fish stocking.
- Feb. 18, 2018, Central WI Ice Racing Association motorcycle and ATV races on Lake Dexter.

FOREST ADMINISTRATOR REPORT

December 7, 2017

By: F.Schubert

Timber Sale Activity

TIMBER SALE BALANCES AS OF 11/30/2017							
JOB NUMBER	CONTRACTOR	ENDING MONTH BALANCE	CONTRACT AWARD	PAYMENTS RECEIVED THIS MONTH	YEAR AWARDED		
721	FUTUREWOOD	(\$8,002.78)	\$53,265.10	\$0.00	2013		
742	FUTUREWOOD	(15,052.90)	34,626.30	9,214.94	2016		
2017	Forestry Revenue:	\$ 189,727.11					

Timber Sale Activity - November

Jobs Started:

None

Jobs Continuing/Reactivated:

#742 Futurewood

Jobs Gone Inactive:

None

Jobs Finished:

#742 Futurewood

AGING AND DISABILITY RESOURCE CENTER OF CENTRAL WISCONSIN ADRC-CW

Finance Committee Minutes Location: 801 Sales Street, Merrill, WI October 12th, 2017

Finance Committee Members Present: Larry Lebal, Will Hascall, Jim Hampton, Tim Buttke

Absent: None: None

Others Present: Steve Prell

1. Call to Order:

Meeting was called to order at 8:45 a.m. by Larry Lebal

2. Public Comments:

None

3. Approval of Minutes:

Motion by Tim Buttke, second by Jim Hampton to approve minutes from 9/14/17. Carried.

4. Financial Report:

The committee reviewed the August reports. No questions.

5. Review monthly disbursements:

The committee reviewed the reports. Question on US Bank card purchases, Steve explained that we purchase some of our supplies for our nutrition program from on-line retailers. Question of Martin Brothers Distributing check 700719 – what are "squats" – Steve explained they are containers for some of our meals on wheels.

6. **Update – 2018 Budget**

Steve stated that this is an item on the agenda for the full ADRC CW board and the full board will be part of the review and discussion.

7. Adjournment:

Motion to adjourn made by Larry Lebal; seconded by Jim Hampton. Motion carried, meeting ended at 9:10.

Board Meeting Minutes

Aging & Disability Resource Center of Central Wisconsin Location: Lincoln County Services Center, 801 N Sales Street, Merrill, Wisconsin October 12, 2017

Board members present: Vice-Chairman –Jim Hampton, Vern Cahak, Larry Lebal, Will Hascall, Danielle Yuska, Tim Buttke, Bob Reichelt, Julie Webb, Kirby Crosby, and Jean Doty.

Board members excused: Doug Machon and Mike Feirer

Board members absent: Joel Lewis and Sharon Rybacki

Others present: Linda Weitz, Steve Prell, Mike Rhea, Erin Wells, Ronda James, and Angela Hansen.

- 1. Call to order:
 - a. Meeting was called to order by Vice-Chairman Jim Hampton, at 9:31am.
- 2. Public comments:
 - a. Chairman Doug Machon is out.
 - b. Ongoing recruitment for a citizen member representing older adults.
- 3. Approval of minutes:
 - a. September 14, 2017
 - b. Brief discussion/clarification of agenda item #5.
 - i. Minutes reflect the motion as intended.
 - c. Motion to approve minutes by Vern Cahak, second by Bob Reichelt. Motion carried, minutes approved.
- 4. Executive Director's report:
 - a. Executive Director, Linda Weitz, announces her intent to retire in March 2018.
- 5. Discussion/possible action report from the Finance Committee:
 - a. Report presented by Larry Lebal.
 - b. Motion to accept the report by Danielle Yuska, seconded by Kirby Crosby. Motion carried, report accepted.
- 6. Discussion/possible action review and approval of the 2018 budget:
 - a. Budget presented by Steve Prell.
 - b. Motion to accept the budget by Tim Buttke, seconded by Bob Reichelt. Motion carried, 2018 budget accepted.
- 7. Discussion/possible action Nutrition program planning:
 - a. Update on survey progress presented by Linda Weitz.
 - b. No action needed.
- 8. Future agenda items and location:
 - a. 9:30 am, November 9, 2017.
 - b. Everett Roehl Marshfield Public Library, 105 S. Maple Avenue, Marshfield, Wisconsin.

- 9. Adjournment:
 - a. Motion to adjourn by Bob Reichelt, seconded by Kirby Crosby.
 - b. Meeting adjourned by Vice-Chairman Jim Hampton at 10:38am

Fairgrounds Commission Minutes Meeting of June 1, 2017 Fair Office

Called to order at 5:30 by Mike Feirer

Present: Commissioners Mike Feirer, Tom Buttke, Ken Curry, Chris Jockheck. Also in attendance: Steve Barg, Jordan Munger, Jacob Roberts, Andy Keogh, Jeff Hartman. Excused Bill Winch, Bob Ashbeck.

Minutes from May 4, 2017 meeting approved, 1st – Buttke, 2nd – Curry.

There were no public comments.

Motion to keep same slate of officers, Chair- Feirer, Vice Chair- Winch, Secretary- Jockheck. 1st- Buttke, 2nd-Curry. Approved.

Financial Report, Current Balance - \$36,208. 1st- Jockheck, 2nd- Curry to Accept.

Steve Barg provided an update on the Fairgrounds Planning Team.

Central Wisconsin State Fair report, Andy Keogh, Jeff Hartman, Fair Board.

Preparation for fair ongoing. Fair board has hired Dale Christainsen as new Fair Manager.

Curling Club. They would like a written agreement with the commission. That issue will will be discussed at a future meeting. They also requested permission to expand the Hogline Bar. Commission suggested they get permission from Fair Board first.

At 6:15 we adjourned to tour the fairgrounds, including the new stage project.

Respectfully submitted, Chris Jockheck, Secretary

Central Wisconsin State Fair Board of Director Minutes October 16, 2017

ROLL CALL:

<u>Present:</u> Jeff Hartman, Sara McFarland, Scott Karl, Peggy Sue Meyer-Miller, Andy Keogh, John Hartman (Jr. Fair), Bob Ashbeck (County), Dale Christiansen, Tim Heeg, Dave Urban, Jeff Viergutz

Absent: Jason Zaleski (City), Jeremy Carolfi

<u>Public Present:</u> Lisa Blanchard, Lori Salzman, Ashlee Sayre, Paul Kuse, Melissa Siegler, Mike Sabel, and Gale Miller.

The meeting of the Central Wisconsin State Fair was called to order at 7:37pm in the Jr. Fair Building at the Central Wisconsin State Fair Grounds.

A presentation was given regarding North American Midways as a possibility for our 2018 fair. It was mentioned that negotiations are still under way for this contract. There is also an ability to track ticket sales and ride popularity.

Meyer-Miller made a motion to approve the minutes and Keogh seconded them. The financial report was given by Keogh. There was discussion about the layout of the financial reports; Heeg and Keogh will provide examples of preferable financial statements. It was approved by Keogh and seconded by Meyer-Miller and was passed unanimously.

Christiansen gave his executive report.

- Bull ride Working on improving next year's bull riding event by bringing in entertainment and western ware sales.
- Sponsorship Getting the sponsorship committee together and working on materials. Also looking into doing a sponsorship dinner in early 2018.
- Committees Board member committee assignments were appointed. Urban questioned where the
 entertainment fell and Christiansen replied that it has typically been handled by the executive
 committee.
- Board Terms Christiansen presented the terms for current Board members. Urban, Heeg and Keogh's terms are up for re-election this year. Meyer-Miller, Jeff Hartman and Jeff Vietgutz's terms will expire next year; 2019 terms expiring are McFarland, Karl and Carolfi. John Hartman, Ashbeck and Zaleski's positions are appointed by other boards. Blanchard question if there was discussion of the Association coming back, but there has not been discussion about it yet.

John Hartman gave the Jr. Fair report. There is talk about upgrading a program for kids to show animal projects at the fair. There were over 6500 entries this year. Improvements talked about are to replace LED lights in a few barns. This is John's last meeting as Jr. Fair rep.

There was no Commission report.

Committee Report - McFarland reported that the Fairest program is trying to get everything ready for State Convention. The committee is also moving the Coronation date as well as moving to a new venue and changing a lot of entry materials.

Old Business:

Fair Grounds Management - There was a meeting with Parks and Rec about moving management to the fair but there is a halt in the process because the city is currently working on their budget. There was discussion about city funding and building expenses.

New Business:

Changing Fair Date – Keogh made a motion to move the fair dates from Labor Day weekend to the week prior. John Hartman seconded the motion. Heeg asked about the lawyer letter from A&P Carnivals. Jeff Hartman explained that there was a verbal agreement that either party had until the 1st of December to break the contract. The contract with them only states that they will host a carnival in the city of Marshfield on the previous fair dates. It is understood after seeking legal counsel that we will not be breaking the contract. The attorney asked if we would be willing to give A&P a \$5000 buy-out. Keegh amended the motion to move the fair date to the week prior to the current date in contingent upon hearing from the attorney that we will not suffer with the contract from A&P to be determined within the next 10 days. John Hartman seconded the amended motion. Meyer-Miller made a comment that the Draft Horse show would not be at the fair if we moved the dates due to a schedule conflict with the Minnesota State Fair. Christiansen mentioned there was a letter sent from the Marshfield Kennel Club that there would be a conflict due to the Kennel Club's show the weekend before the proposed fair dates. There was a discussion about Jr. Fair and the general consensus was that Jr. Fair was in favor of the date change. There were 8 votes in favor and 2 votes against, the motion passed to move the fair dates to the week prior upon hearing from the attorney about A&P. Meyer-Miller expressed concern about the future of the Draft Horse show, Christiansen said that he would look into ways to keep the show.

Keogh made the motion to adjourn and McFarland seconded the motion. The meeting was adjourned at 8:49pm.

Respectfully submitted

Sara McFarland

Central Wisconsin State Fair Board of Directors Secretary

Jana Mefarland

Central Wisconsin State Fair Executive Board Special Meeting Minutes November 1, 2017

ROLL CALL:

Exec Board Present: Jeff Hartman, Sara McFarland, Andy Keogh

Exec Board Absent: Jeremy Carolfi

The meeting of the Central Wisconsin State Fair Executive Committee was called to order at 6:34pm in the Fair Office at the Central Wisconsin State Fair Grounds.

Treasurer's report – Keogh proposed that money does not come out of the line of credit without an executive committee meeting. After taking \$30,000 out of the line of credit to pay bills, the additional \$20,000 in the line of credit is being requested to pay bills. Keogh felt the executive committee needed to meet to take the money out of the line of credit. Keogh suggested to take the \$20,000 out of the line of credit to pay only salaries, insurance, and utilities and no other bills. Keogh motioned to withdraw the \$20,000 out of the line of credit and Hartman seconded the motion. It was unanimously passed. Keogh asked what happened to the budget and Christiansen said that when he came, \$180,000 was spent towards music acts even though there was only a budget of \$120,000. There were cuts in advertisement but there was over spending in other places. In addition, there was a deficit in sponsorship money compared to years passed.

Keogh made the motion to adjourn and Jeff Hartman seconded the motion. The meeting was adjourned at 7:20pm.

Respectfully submitted

Sara McFarland

Central Wisconsin State Fair Board of Directors Secretary

Jana Mefarland

Draft MINUTES SCLS BOARD OF TRUSTEES October 26, 2017 12:15 p.m. SCLS Headquarters

Present: J. Ashford, A. Bhasin, P. Behling, F. Cherney, P. Cox, M. Furgal, J. Harrington, J. Healy-

Plotkin, N. Long, K. Michaelis, M. Nelson, P. Nelson, R. Owens, A. Pawlak,

R. Seltzer, L. Sipiorski, A. Weier

Also Present: K. Goeden Absent: N. Brien, M. Hokamp

Excused: H. Cox

Call to Order: K. Michaelis, President, called the meeting to order at 12:15p.m.

a. Introduction of guests/visitors: None
b. Changes/additions to the agenda: None
c. Requests to address the board: None

Minutes: P. Behling moved approval of the September 28, 2017 minutes. R. Owens seconded. Motion carried.

Bills for Payments: M. Furgal reviewed the bills for payment in the amount of \$502,799.93 and moved approval. Motion seconded and carried.

Financial Statements: K. Goeden

The board will sign a get well card for Marty.

Presentation: Shawn Brommer – Members' Social Services: Many things have changed in libraries over the last 10 to 20 years and one of them is a change in the type of information provided to patrons. People are coming to libraries to find information about job searching, food sharing and food pantries, homeless shelters, and information regarding specific social service needs. Libraries are also serving patrons with addiction, mental illness, and those that have been traumatized. Children's librarians are creating special spaces for homeless families. Madison Public Library provides the space for social workers to work out of the library every day of the week Monday through Friday. Public libraries are not going to solve societal problems, but we are trusted to come to with specific questions and needs. Last year, a Symposium was held to discuss homelessness, rural poverty, and basic social work ideas and theories. Shawn has been facilitating planning sessions to bring together tech colleges, social workers, etc. with libraries so they can learn from each other and provide resources that libraries can share. Shawn is delivering webinars about poverty and class and directing them to resources of individuals that provide the services. Shawn is also developing strategic plans of how libraries can connect community members to each other to help libraries stay mission focused on what the public library provides versus a social agency. Librarians need to address

the information needs and community needs as librarians not social workers.

Some thoughts from the board included:

How do we position libraries for the future not the past?

There needs to be a different way to report to the funding sources that libraries do so much more than relying on circulation numbers to receive funding.

Relationship building with the community is important.

Will those attending Library School also receive a social work degree in the future?

Committee Reports:

a. Advocacy: M. Nelson noted HR3354 which encompasses funding for IMLS, passed the House and is on the Senate calendar. At the state level, contact legislators to support funds for AB572 (which relates to the collection and maintenance of certain public library data by the Division for Libraries and Technology, authorizing small, rural libraries to apply for information technology block grants and educational technology training grants, and making appropriations).

A. Weier noted LD&L thinks the thank you cards sent to local legislators made a difference.

b. Bylaws: Will discuss under action item b.

Action Items:

- a. Create Nomination Committee for 2018 Board officers: P. Behling, chair, noted the following have volunteered to serve on the committee: M. Nelson, M. Furgal and P. Behling. If anyone is interested in serving as a board officer, please let the committee know.
- b. Approve revisions to SCLS Bylaws: R. Owens noted the committee met to discuss the language in the SCLS Bylaws under draft Article XII Dissolution. The following language was recommended to be added and has been reviewed by an attorney. "Upon the dissolution of the system, assets shall be distributed for one or more exempt or charitable purposes, or shall be distributed to a local government or its members, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the system is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes."

The Bylaws committee also recommended changing the language in Article VIII — Personnel, Section 8 Conflict of Interest from: "It is inconsistent with this section of the South Central Library System By-laws for a decision involving the business of the South

Central Library System to be made on any basis other than the best interests of the South Central Library System and the libraries and public it serves." To: "All Board members and employees will make decisions involving the business of the South Central Library System on the basis of the best interests of the South Central Library System and the libraries and public it serves."

On behalf of the Bylaws Committee R. Owens moved approval of the revisions to Draft Article XII—Dissolution and Article VIII—Personnel-Section 8 of the SCLS Bylaws. A. Weier seconded. Motion carried.

c. Approval and signatures for new First Business Bank CD bank account: M. Furgal moved approval for SCLS to sign the paperwork for the CD Bank account at First Business Bank. P. Nelson seconded. Motion carried.

SCLS Foundation Report: Will meet following the board meeting. Held a special meeting to select the four special award recipients for the cornerstone.

System Director's Report: K. Goeden, Interim Director, noted Rose Zeich gave birth to a baby girl, Etta Marie. M. Van Pelt is recovering well from her knee replacement surgery and will return to work full time November 27th.

The board discussed PLSR updates. There were PLSR sessions at WLA and the recorded webinars of the 45 minutes sessions will be available soon. The finished models should be available April 2018. K. Michaelis noted she attended the tail end of the PLSR Delivery session and observed some frustration among the audience. Libraries that currently receive great delivery service are concerned about the "equality concept". Those that have good service will lose out to support the ones that don't have it as well. Another theme of concern from various workgroups was the "human factor" concern. Even if the new model is more efficient, libraries know their delivery drivers, help desk employees, consultants, etc. and although PLSR may come up with better ways to provide services, people still want the human factor included.

Discussion Items: None

Administrative Council (AC) Report: Cancelled due to conflict with WLA

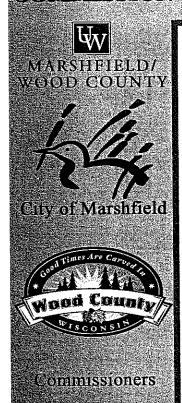
Other Business:

Information Sharing:

The WI Book Festival is going to be in Madison the first week in November with many good authors.

The next board meeting will be held November 30, 2017 Meeting adjourned at 1: 16 p.m. Heidi Moe, Recorder

BOT/Minutes/10-26-2017



(UNAPPROVED)

MINUTES OF THE UNIVERSITY COMMISSION MEETING OF AUGUST 17, 2017

Chair Rozar called the meeting to order at 5:30 p.m.

Present: Breu, Poeschel, Rozar, Machon, and Montgomery.

Excused: Spiros and Earll.

Absent: Pliml, Meyer.

Also present: Michelle Boernke, Associate Regional Dean; Brian Panzer, Building & Grounds Superintendent; Marcie Koziczkowski, University Commission Bookkeeper; and Chris Jochheck, City of Marshfield alderperson.

Rozar declared a quorum present.

Jockheck voiced concerns regarding staffing changes at the campus, especially in the department of Communication Arts/Theatre. Although staffing doesn't come under the jurisdiction of the Commission, Jockheck asked for their support.

Motion (Breu/Poeschel) to approve the minutes of the May 18, 2017 meeting. Motion carried. (Minutes on file.)

Motion (Poeschel/Breu) to receive and place on file the statement of accounts. Motion carried. (Statement of accounts on file.)

Motion (Breu/Poeschel) to receive and place on file the lists of bills. Motion carried. (List of bills on file.)

Brian Panzer presented his report. Motion (Breu/Poeschel) to receive and place on file the Building and Grounds Superintendent's report. Motion carried. (Report on file.)

2000 West 5th Street Marshfield, WI 54449 7153889-6538 1AX 715-389-6517 Boernke outlined the details of the budget requests, noting an overall increase of 0.74% to the operating budget request. Commissioners expressed doubt that a request for \$170,000 for theatre improvements would be approved by the County and/or City. Motion (Machon/Breu) to approve the 2018 Operating & Facility Enhancement Budget Request. Motion carried. (Budget Requests on file.) Boernke also announced that she had put in a request to the State for a 60% position for a facility repair worker who will provide custodial and HVAC maintenance services for the new STEM Center. She also reported on the status of the three ongoing Eagle Scout projects; the Focus on Marshfield website; the ribbon cutting and open house event planned for the STEM Center; the dedication and unveiling of the sign for the Harrington Memorial Athletic Field; the Children's Theatre production of 'The Lion King'; and the reason for the site of the STEM Center sign/illumination.

Montgomery reported on enrollments; revision to the Communication Arts/Theatre faculty staff change due to low enrollment; the addition of teaching staff for Anatomy/Physiology/Biology; new regional CE Director; administrative team discussions of emergency response; and dates for the start of the semester and the UW Colleges Convocation (8/28 and 8/31, respectively).

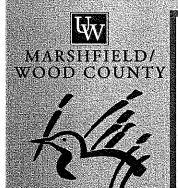
Rozar reported that the Regents recently approved the lease back to the Commission of one acre for the construction of a cell tower, but that she had been contacted by Shane Bagley stating that Verizon is reprioritizing its construction projects and is unsure if the campus tower will go forward. They will get back to us.

The next meeting is scheduled for November 16 at 5:30 p.m.

Chair Rozar declared the meeting adjourned at 6:40 p.m.

Minutes taken for Donna Rozar, Chair, by Marcie Koziczkowski.

The University COMMUNICON





City of Marshfield

Commissioners

VOTING MEMBERS

Al Breu

Gordy Earll, Vice-Chair

Doug Machon

Nick Poeschel

Donna Rozar, Chair

Rebecca Spiros, Secretary

EX-OFFICIO NON-VOTING MEMBERS

Chris Meyer

Keith Mantgomery

Lance Plimi

2000 West 5th Street Marshfield, WI 54449 715-389-6538 FAX 715-389-6517 (UNAPPROVED)

MINUTES OF THE UNIVERSITY COMMISSION SPECIAL MEETING OF October 12, 2017

Chair Rozar called the special meeting to order at 5:30 p.m.

Present: Earll, Rozar, Spiros, Montgomery, Pliml, Poeschel, and Breu. Excused: Machon. Absent: Meyer.

Also present: Michelle Boernke, Brian Panzer, Marcie Koziczkowski and representatives from Miron Construction.

Rozar declared a quorum present.

There were no public comments.

Boernke presented a S.T.E.M. Center funding overview showing zero balances owing (due in some part to write-off of expenses by Miron and Bray). The Commission will recognize their contribution through signage in the building. A Focus on Energy grant will help with some of the funding and a second FOE grant is expected in January of 2018. Use of the second grant funds will be determined at a future Commission meeting. (Fund balance reports attached.)

Rozar reported a recent communication with Shane of Parallel/Verizon who reports that they are re-prioriting their cell tower construction needs at this time. They request that a two-year lease, with a two-year renewal be put in place should they decide to go ahead with construction to expedite the process. Rozar will bring some options to the Commission's November 16 meeting, and invite Peter Kastenholtz, Wood County Corporate Counsel to that meeting, along with Shane Bagley.

Montgomery reported on the UW-System proposal regarding a major reorganization whereby the two-year campuses would align with the UW comprehensive campuses. Not much is definite at this time. If the proposal goes forward, planning will begin in July, 2018

The meeting adjourned at 6:05 p.m.

Minutes taken by Marcie Koziczkowski for Rebecca Spiros,, Secretary.

WOOD COUNTY

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ITEM #	(

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RESOLUTION

Introduced by Wood County Board of Supervisors

Date: December 19, 2017

INTENT & SYNOPSIS:

To recognize these Wood County employees for years of devoted

and faithful service to Wood County.

WHEREAS, the following employees, are being recognized for their long-term employment with Wood County,

Carl Werner

- 25 years - Highway

Crystal Tiffany

- 25 years - Edgewater Haven Nursing Home

Jack Farris William Van Meter - 25 years - Human Services - 30 years - Maintenance

Jacalyn Evenson-Kreuser

- 30 years - Clerk of Courts

Lee Ann Boden

- 30 years - Edgewater Haven Nursing Home

Debra Kaminski

- 30 years - Register of Deeds

Jo Ann Gottung Kathleen Zellner - 35 years - Norwood Health Center - 35 years - Edgewater Haven Nursing Home

Marc Cross

- 35 years - Human Services

WHEREAS, these employees have served Wood County conscientiously throughout these years and in the best interest of all its residents;

NOW, THEREFORE BE IT RESOLVED, that this Wood County Board of Supervisors recognize and applaud these employees for their many years of dedication to Wood County and wish them many happy years ahead;

BE IT FURTHER RESOLVED, that this resolution be spread at length upon the minutes of this meeting, and that a copy be made available to each employee.

WOOD COUNTY BOARD OF SUPERVISORS:

Ad

Chairman 1st Vice Chairman	1st Vice Chairman					
opted by the County Board of Wood County, this <u>19th</u> day of <u>December</u>	2017.					
County Clerk	man					

RESOLUTION	J #	

Introduced by: WOOD COUNTY BOARD OF SUPERVISORS

RELATING TO THE LIFE AND PUBLIC SERVICE OF RAYMOND L. KREEGER

WHEREAS, Raymond L. Kreeger was born on September 19, 1936, and died on December 10, 2017, and

WHEREAS, Raymond was born and raised in Omaha, Nebraska where he was employed in construction until he was 16. He and his family moved to the Finley area where he worked at hardware stores. He was then employed by Consolidated Papers Biron Division. He attended Mid State Technical School and worked as a surveyor until becoming employed as Supervisor of Maintenance and Housekeeping at Norwood Health Center from 1971 until retirement in 1996

WHEREAS, Raymond served on the Wood County Board from 2004 thru 2008, serving on numerous committees; including Land Conservation, Public Property, and Ag & Extension Education

WHEREAS, Raymond L. Kreeger enjoyed the respect of his colleagues and service organizations

NOW, THEREFORE, BE IT RESOLVED, that the Wood County Board of Supervisors commend Raymond Kreeger's public service and express their sorrow at his passing and extend condolences to his family and friends.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to his family.

BE IT FURTHER RESOLVED, that we stand in silence for one minute in respect to his passing.

WOOD COUNTY BOARD OF SUPERVISORS											
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